

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE 1 OF 135 PAGES		
2. AMENDMENT/MODIFICATION NO. 0004		3. EFFECTIVE DATE 01/14/99		4. REQUISITION/PURCHASE REQ. NO. W59XQG81690614		5. PROJECT NO. (If applicable)	
6. ISSUED BY US ARMY CORPS OF ENGINEERS CONTRACTING DIVISION 215 NORTH 17TH STREET OMAHA NE 68102-4978		CODE		7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				<input checked="" type="checkbox"/> (✓) <input checked="" type="checkbox"/> X		9A. AMENDMENT OF SOLICITATION NO. DACA45-98-R-0024	
						9B. DATED (SEE ITEM 11) 09/09/98	
						10A. MODIFICATION OF CONTRACTS/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input checked="" type="checkbox"/> (✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Solicitation DACA45-98-R-0024, Privatization of Military Family Housing at Fort Carson, Colorado is amended as follows:

SEE NEXT PAGE FOR EXPLANATION OF CHANGES.

NOTE: Standard Form 33, Standard Forms 30 (all amendment face pages), pages 12-20 to 12-29, Representations, Certifications and Other Statements of Offerors, and Attachment 1, Exhibits A & B if applicable, must be completed and returned with the proposal. Changes on replacement pages are identified by lines in the margins of the paragraphs changed.

THE PROPOSAL DUE DATE REMAINS 4:00 P.M. CENTRAL STANDARD TIME, JANUARY 28, 1999.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR		16B. UNITED STATES OF AMERICA	
 (Signature of person authorized to sign)		 (Signature of Contracting Officer)	
15C. DATE SIGNED		16C. DATE SIGNED	

STANDARD FORM 30 (CONTINUED)

- 1. Pen & Ink Change to Amendment 0002, Attachment 2, Exhibit E, correct footer in bottom left of all pages, 2nd line to read “Attachment 2, Exhibit E”**
- 2. Replace Attachment 1 with revised Attachment 1**
- 3. Replace Attachment 1, Exhibit A with revised Attachment 1, Exhibit A (corrects paragraph 40 of the form)**
- 4. Replace Attachment 1, Exhibit C with corrected Attachment 1, Exhibit C (corrects placement of titles on the form)**
- 5. Replace Attachment 2 with revised Attachment 2**
- 6. Add Page 2A-4 to Attachment 2, Exhibit A**
- 7. Replace Page 3-6 with revised Page 3-6**
- 8. Replace Attachment 8 with revised Attachment 8**
- 9. Replace Attachment 12 with revised Attachment 12**

**Privatization of Military Family Housing
Fort Carson, Colorado**

Solicitation No. DACA45-98-R-0024

**Attachment 1
Instructions to Offerors
and
Evaluation Factors for Award**

INSTRUCTIONS TO OFFERORS

1. PROPOSAL INFORMATION. The Offeror shall submit in the proposal, all required information specified in this RFP. All information shall be confined to the appropriate volume. The original proposal shall be signed by an individual having authority to enter into a contract based on the submitted proposal. An additional signed copy of the face page with original signature shall be submitted. The Offeror shall confine the proposal to essential matters that are sufficient to define the offer and provide an adequate basis for evaluation. The requested information represents the minimum proposal requirements. In addition to the Volumes identified below, Offerors should note that Standard Form 33, the Representations, Certifications and Other Statements of Offerors, pages 12-20 through 12-29, and, if the Loan Guaranty is required by the Offeror, the Borrower and Lender Approval Applications (Attachment 1, Exhibits A and B of the RFP, respectively) must be completed and returned with the proposal.

2. PROPOSAL SUBMITTAL LOCATION. The proposals shall be submitted in paper media. Proposals will be received until 4:00 P.M. CST, 28 January 1999 at the following location:

U.S. Army Corps of Engineers, Omaha District
ATTN: CENWO-CT
215 N. 17th Street, Room 1614
Omaha, NE 68102-4978

Offerors are cautioned that any proposal received late will not be considered unless late receipt is due to one of the conditions identified in the clause at FAR 52.215-1, paragraph (c)(3). Recipients of this solicitation not responding with an offer should advise the issuing office by letter, postcard, or E-mail their desire to receive future solicitations of the same nature.

3. PRE-PROPOSAL CONFERENCE/SITE VISIT. A Pre-Proposal Conference/Site Visit is scheduled to be held on 20-21 October 1998 at the Sheraton Colorado Springs Hotel, 2886 S. Circle Drive, Colorado Springs, CO 80906. Hotel/motel reservations are the attendees' responsibility. Rooms may be reserved at the Sheraton by calling 719-576-5900, or by contacting another hotel/motel of choice. The Government has not set aside a block of rooms at the Sheraton and therefore, cannot guarantee vacancy. Registration begins at 8:00 a.m. and the conference begins at 9:00 A.M. Offerors are encouraged to attend this conference and inspect the site where services are to be performed, and to satisfy themselves regarding all general and local conditions that may affect their proposal. Failure to attend the Pre-Proposal Conference/Site Visit will not relieve Offerors from responsibility for estimating properly the difficulty or cost of performing the work. Reservations for the conference is required and may be made by providing company name, address, telephone and fax numbers, and number of participants to Loreen Blume, (402) 221-4265, or Leigh Ann Lucas, (402) 221-4854, or telefax to (402) 221-4530 by 16 October 1998. Reservations may be sent by electronic mail to the above at loreen.k.blume@usace.army.mil or leigh.a.lucas@usace.army.mil. Questions to be addressed by Offerors at the Pre-Proposal Conference/Site Visit shall be submitted in advance in writing to the office of the Commander:

U.S. Army Corps of Engineers, Omaha District
ATTN: CENWO-CT
215 N. 17th Street, Room 1614
Omaha, NE 68102-4978
FAX: (402) 221-4530

A "Documents Information Room" is located at the Housing Office, Building 7301, Fort Carson, Colorado 80913-5000. The Documents Information Room contains copies of documents which may be valuable in preparation of proposals. Offerors are invited and encouraged to review the resources available at this location between the hours of 9:00 A.M. and 4:00 P.M. MST, Monday through Friday, except Federal holidays. Appointments are recommended and can be requested by contacting MSgt Stafford at (719) 526-7574 or faxed to (719) 526-8482.

4. OFFEROR'S QUESTIONS AND COMMENTS. All questions and comments shall be submitted in writing to U.S. Army Corps of Engineers (USACE) no later than 20 calendar days prior to the date set for receiving proposals as stated on the Standard Form 33. Questions and/or comments related to this solicitation shall be submitted to the following:

U.S. Army Corps of Engineers, Omaha District
ATTN: CENWO-CT
215 N. 17th Street
Omaha, NE 68102-4978
Fax: (402) 221-4530

The U.S. Army Corps of Engineers, Omaha District home page on the Internet (<http://ebs.nwo.usace.army.mil/ebs/contract.htm>) may be accessed for written questions and/or comments from Offerors. Questions and comments will be reviewed and responded to in a timely manner. All changes to the solicitation based on questions and comments received, shall be incorporated by amendment, as appropriate, and will be distributed to all Offerors on the Bidder's Mailing List.

5. PROPOSAL EXPENSES AND PRECONTRACT COSTS. This Request for Proposal does not commit the Government to pay for costs incurred for the preparation and submission of a proposal or any other costs incurred prior to execution of the Contract.

6. PROPOSAL FORMAT. All proposals shall contain the requirements stated herein and every volume shall also contain:

- a. Cover of each volume shall be identified by the appropriate volume number.
- b. Offeror's name, address, signature and telephone number shall appear on any documents to be evaluated.
- c. Table of Contents.

d. List of Tables.

e. List of Figures.

f. List of Appendices.

g. Volume number and date submitted in bottom right-hand corner of each page (along with the revision number for the modified page, if necessary). Proposal modifications shall be submitted as replacement pages with revisions clearly identifiable, (e.g., bold, italics, or underlined print) and submitted in the same number of copies as the original proposal.

h. Letter character pitch can be either 10 or 12-point.

i. Proposal clarity, organization (as specified in the solicitation), overall page limitation, and cross-referencing is mandatory. Offerors shall provide any other narrative or supporting materials that may be necessary for the Government to fully understand the proposal. No material shall be incorporated by reference. The Offeror's proposal in response to this RFP shall be formatted and submitted as shown in Table 1.

TABLE 1 - PROPOSAL FORMAT			
	Maximum Limit of Pages per Volume	Number of Required Proposals	
Proposal Document	Page Limit	Original	Copies
Volume I - Technical Plan	170	1	3
Volume II - Financial Plan	120	1	3
Volume III - Management Plan	210	1	3
Volume IV - Past Performance	40	1	3
Volume V - Utilization of Small Business Concerns	10	1	3
Required Maximum Limit of Pages per Entire Proposal	550	---	---

PROPOSAL NOTES:

a. The total number of pages does not include the Executive Summary, Table of Contents, List of Tables, List of Figures, List of Appendices, Sample Plans or Design Documents. Attachment 1, Exhibits A and B, shall not count in the page count. (No other information is to be included on the pages with lists or tables. If other information is included, Offerors should note that the page may be considered in the page count.) Detailed Summaries for the cash flow Proforma analysis shall count in the page count for Volume II, but supplemental pages of the 50-year cash flows and the five year historical audited data may be included as an attachment and

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Attachment 1

shall not count in the page count. Excessive documentation is discouraged. Folded pages (11"x14") used for spreadsheets shall count as one (1) page.

b. Firms not wanting data contained in proposals to be disclosed by the Government shall follow the procedures specified in FAR 52.215-1(e), "Restriction on Disclosure and Use of Data."

c. Proposals must set forth full, accurate, and complete information as required by this RFP (including attachments). The penalty for making false statements is prescribed in 18 U.S.C. 1001.

7. METHOD OF PROCUREMENT.

The U.S. Army Corps of Engineers intends to procure this requirement on a COMPETITIVE PROPOSAL basis, using best value techniques inclusive of past performance evaluation, in accordance with the provisions set forth in the Request for Proposal (RFP). A Contract will be awarded to the responsible Offeror whose proposal represents the best value to the Government after evaluation, all factors considered (i.e., technical, financial, management, past performance, and utilization of small business concerns). It is strongly recommended that the provisions stated in this RFP be carefully studied prior to assembly of the proposal.

8. PROPOSAL CONTENTS. For the purposes of evaluation of proposals, the following information must be provided in all Offerors' proposals. All volumes will be evaluated and rated in accordance with the "Evaluation Factors for Award" section of this Attachment 1.

a. **VOLUME I - TECHNICAL PLAN.** The Offeror shall submit the required information in Volume I as listed below in descending order of importance:

(1) DESIGN PLAN. Construction of 840 new housing units shall be completed within a maximum of four years beginning on the date of Notice to Proceed. Renovation of the existing 1,823 units shall be completed within a maximum of five years beginning on the date of Notice to Proceed. The design plan shall consist of the following elements regarding the new construction and renovations in descending order of importance.

(a) DWELLING DESIGN. The Government recommends the Offeror submit single-page, off-the-shelf designs as available in the commercial real estate market. Designs shall be submitted for each style of home shown in the site design documents. The typical housing styles (e.g., single family dwelling, townhouse, etc.), recommended quantities of each style, and recommended square footage are shown in the Description/Specifications/Work Statement section of this RFP. (See Attachment #2, paragraph 5.e.(3)). Government preference is for single family, townhouse, or duplex style units. Apartments in a stacked configuration may be used only as a last resort for two bedroom units to conserve land. Area C1 is defined as the northern portion of area C and should have a physical separation from the Junior Officer/Senior Enlisted housing located in Area C2. If at all possible, it is preferred to locate the Junior Enlisted units in Area's A and B. However, if this is not supportable by either space or utility limitations,

then the use of the northern portion of Area C identified as C1 is permissible and will not detract from the rating. Submission shall include floor plans, all exterior elevations, and plans for units designated to be handicap accessible.

(b) SITE DESIGN. Site design documents shall include, but not be limited to, drawings reflecting the entire community to include the locations of housing units (and types of units), infrastructure installation, utility tie-in points, road locations, green spaces, play-lots and playgrounds.

The proposal design documents shall consist of drawings and specifications. Recommend drawings be drawn on 28" x 40" format. Provide an index of drawings. As a minimum, the drawings shall include:

(i) Conceptual Sketch Site Plans - Scale 1" = 100', show site layout:

- Layout information (structures and housing)
- Landscaping.
- Driveways.
- Patios, fencing and walks.
- Parking.
- Recreation areas.
- Exercise trails.

(ii) Conceptual Sketch Utility Plans (Water, Sanitary Sewer, Electrical and Gas) - Scale 1" = 100': Layout of main utility lines with preliminary sizes and fire hydrant locations.

(iii) Conceptual Sketch Grading and Drainage Plans - Scale 1" = 100':

- Existing topography and proposed grading.
- Preliminary grades of roads and around housing units.
- Storm Drainage system with preliminary sizes.

(iv) Site Layout Plan. Provide a site layout plan at a scale of 1" = 50' of a typical grouping or arrangement of housing units. Show this representative area with streets, driveways, parking areas, sidewalks, dwelling unit layout, landscape, and utilities systems.

(c) UNIT RENOVATION PLAN. Provide a project schedule and narrative description indicating the Offeror's initial plans to renovate the existing 1,823 housing units, or the Offeror's plans to demolish the existing housing units and replace with additional new housing units. Renovations must be completed within a maximum of five years beginning on the date of Notice to Proceed. Offerors proposing to demolish and replace may receive a higher rating during evaluation. (See Attachment 2, paragraphs 5.e.(1) and (2) of the RFP.)

Also, include narrative description of each housing unit type with listing of optional renovations (e.g., addition of garages, carports, exterior building repairs, decks, patios,

installed lawn sprinklers, new floor coverings).

(d) DESIGN ANALYSIS. Briefly provide basis for design of houses, roads and utility systems and give preliminary design calculations.

(e) ENERGY EFFICIENCY. New and renovated units shall meet the requirements for energy usage and efficiency contained in Attachment 2, paragraphs 8, 9, and 10 of the RFP. Designs which exceed the minimum requirements through the use of more energy efficient appliances, insulation, windows, lighting, etc., may receive a higher rating during evaluation.

(2) CONSTRUCTION PLAN.

(a) PHASING PLAN. Provide as part of the Schedule a phasing plan detailing how the construction of 840 new housing units and renovation of 1,823 existing housing units will be accomplished without reducing available units for occupancy below the current level of 1,823 housing units. The phasing plan shall describe the scheduled construction and renovations, including such details as to how tenants will be moved from existing housing units into newly constructed housing units. Proposals which demonstrate a feasible, more aggressive construction and renovation schedule may receive a higher rating during evaluation. (See Attachment 2, paragraph 5.e. and Attachment 2, Exhibits B, C, and D of the RFP.) The Government requires that the Contractor construct the 248 new units identified in Attachment 2, paragraph 5.e.(3)(b) of the RFP, for junior enlisted soldiers first. Subsequent phasing of construction for other units remains at the Contractor's discretion.

(b) QUALITY ASSURANCE/QUALITY CONTROL PLAN. The Offeror shall submit detailed Quality Assurance and Quality Control Plans outlining the Offeror's standard and specific Quality Assurance/Quality Control practices.

The Offeror shall submit their Quality Assurance and Quality Control Plans for each of the following: 1) Construction of 840 housing units; 2) Renovation, or demolition and replacement, of 1,823 existing housing units; and, 3) Management and maintenance for all housing units and the surrounding common areas. Also, provide the name of the certified inspection service to be utilized to inspect all construction and renovation.

The Offeror's Quality Assurance/Quality Control Plans shall include, as a minimum, the following information concerning its Quality Assurance/Quality Control procedures:

(i) The Offeror's Corporate Quality Control Document.

(ii) One example of the Offeror's Quality Control Plan used by the Offeror during a project similar to this RFP.

(iii) The Offeror's Standard Operating Procedures (SOPs) for the maintenance of all housing units detailing procedures for tracking deficiencies and corrective actions.

(iv) The Offeror's Standard Operating Procedures for performing, documenting and enforcing the quality control operations of both prime and subcontract work including proposed forms for approval, and indicate who will prepare, sign and submit the forms.

(3) FUTURE RENOVATION PLAN (OUT-YEARS). The Offeror shall provide a narrative and/or drawings of future renovations throughout the 50-year contract term. The Offeror shall state the criteria to be used to determine when another comprehensive renovation will be required in order to keep the housing units in suitable condition for military families (see Attachment 2, paragraph 6.a. of the RFP).

(4) MAINTENANCE PLAN. The Offeror shall provide maintenance of all existing housing units and new housing units for the term of the Contract. Items to be included in the Maintenance Plan are outlined in Attachment #2, Paragraph 5.h. of the RFP. The Offeror shall provide a narrative of how their routine maintenance is scheduled, response time to tenant requests and/or requirements for repairs, emergency procedures, etc.

b. **VOLUME II - FINANCIAL PLAN.** The Offeror shall submit the required information in Volume II as listed below in descending order of importance. The Escrow Accounts are evaluated on an acceptable/unacceptable basis.

(1) Total Project Costs. Total project costs shall consist of the Offeror's total construction budget as requested for in the solicitation, and is to include direct costs, indirect costs, and General and Administrative costs. *See Attachment 1, Exhibit C of the RFP, "Statement of Development Sources and Uses of Funds Proforma" and "Development Budget Proforma," for mandatory Proforma format.

- (a) Hard and soft costs identified, in detail.
- (b) Developer costs separately identified, in detail.
- (c) Total costs identified and reasonably based on industry standards.
- (d) Related party fees such as construction management, asset management, and other fees that are accrued and/or paid during the construction phase of this project. The Offeror shall limit the amount of the fees budgeted to be accrued or paid to related parties.

Overall project financing will be evaluated on the basis of the risk to the Government and the Offeror's long term financial commitment to the project. The financing shall be contingent only upon award.

Amenities Offered and their Related Costs. Those proposals that include optional amenities as shown in order of preference in Attachment 2, paragraph 5.g. of the RFP, may be given a higher rating during evaluation. However, the execution of said amenities during the Contract will be at the government's discretion and shall not affect the validity of any other part of the Contract.

(2) Sources and Uses of Equity (amount and timing). Offerors shall present all sources

and uses of equity, including but not limited to, cash contributions, cash flow from operations during construction, interest on unutilized loan proceeds, and any deferral of fees due the Offeror. Included in the Sources and Uses of Equity is the Offeror's proposed owner capital contribution. Offerors shall deposit a minimum of 3% of the total project costs, as defined in the preceding paragraph, from its own capital into the Escrow for Construction/Renovation of Facilities. Proposals that exceed the 3% minimum owner capital contribution requirement may receive more favorable consideration for the sources and uses of equity subfactor during evaluation. Proof of owner equity shall be required at the time of award and deposit of owner equity is required upon issuance of Notice to Proceed.

EQUITY DISTRIBUTIONS AND PREFERRED RETURNS. The Government will evaluate the Offeror's long-term commitment to the project. As such, the Government desires that the Offeror's source of repayment of equity and amount of return on equity is from the net cash flow available after reserves and debt service.

Offeror's Reinvestment Plan. Offeror's reinvestment plan shall include a description of proposed uses of all reinvested amounts (e.g., payment of utilities, construction of replacement housing units, future amenities, etc.). Those proposals that include payment of utilities in family housing units occupied by military families, dependents of military families, or Department of Defense (DOD) civilians designated as essential personnel, may be rated higher during evaluation. Those proposals that provide for future replacement of existing housing units may be rated higher during evaluation. If combinations of the above are proposed, the Offeror proposing the overall best value to the Government may receive the highest rating.

Fifty-year Proforma Financial Information. The 50-year Statement of Operating Revenues and Expenditures Proforma should include separate line items for gross revenue, net operating income, debt service, funding for and disbursements from the mandatory escrow accounts (as defined in Attachment 2, Description/Specifications/Work Statement, paragraph 6 of the RFP) for maintenance of facilities and disbursements to investors. See Attachment 1, Exhibit C of the RFP, for mandatory Proforma format.

Escrow Accounts. The Offeror shall define in detail, establish, and maintain the following escrow accounts for the purposes of funding construction and capital improvements. All required escrow accounts shall be established and held in federally insured financial institutions. Escrow accounts are a minimum requirement of the Government and will be evaluated on an acceptable/unacceptable basis. Offerors providing for the escrow accounts, either through its lender or the resultant Contract, shall receive an acceptable. Offerors not providing for one or more of the escrow accounts shall receive an unacceptable. If required by its lender, Offerors should include a statement to that effect. Failure to provide for one or more of the required escrow accounts shall render the proposal materially deficient and ineligible for contract award.

(a) **Lockbox Agreement.** Throughout the term of the Contract, the Government shall require the execution of a Lockbox Agreement between the Contractor, the construction lender, third party lender, and the Government, which requires that all income from the Project be

deposited into a Lockbox account held by a depository institution acceptable to the Government in an account separate from all other accounts established by the Contractor. During the term of the Guaranteed Loan, or during the term of another mortgage loan secured by the Project which has been approved by the Government, the requirement for a Lockbox may be satisfied by an agreement between the Contractor and the Guaranteed Lender, or the Contractor and such other approved mortgage lender, as applicable. Among other provisions, the Lockbox Agreement shall provide for the application of equity contributions from the Contractor and income from the Project substantially in the following order of priority:

(i) Reasonable and necessary operating expenses of the Project in accordance with an annual budget for the Project approved by the Government, and the Guaranteed Lender or other approved lender, if applicable; provided that for purposes of the Lockbox Agreement, operating expenses of the Project shall not include management fees paid to the Contractor or any party which is affiliated with, or has an identity-of-interest with, the Contractor or any of its principals.

(ii) Monthly deposits into the Impositions Escrow Account.

(iii) Monthly deposits into the Capital Repair/Replacement Escrow Account.

(iv) Scheduled monthly payments of principal and interest and other amounts due and payable under the Guaranteed Loan or other approved loans.

(v) Amounts, if any, necessary to restore the balance of the Performance Deposit Account (see description below).

(vi) Management fees paid to the Contractor or any party which is affiliated with, or has an identity-of-interest with, the Contractor or any of its principals, if applicable.

(vii) Monthly deposits into the Reinvestment Account (see description below).

(viii) Extraordinary expenses of the Project as approved by the Government, and the Guaranteed Lender or other approved lender, if applicable.

(ix) Balance, if any, to the Contractor.

Notwithstanding the foregoing, until the final completion of all required new construction and renovation of the Project, all equity, and the balance of income from the Project following payment of items (i), (ii), and (iii) above, shall be deposited into the Construction Escrow Account. Following final completion of all required new construction and renovation of the Project, the Construction Escrow Account will no longer exist, therefore, Project income shall be applied in the order set forth above.

(b) Escrow for Capital Repair and Replacement of Facilities. The sole purpose of the Capital Repair/Replacement Escrow Account, including all interest thereon, shall be making

capital repair and replacement to the Project.

(i) Capital Repair/Replacement Escrow Account. The Offeror shall establish and maintain, throughout the term of the Contract, a dual signature escrow account with the Offeror and the Government as co-signatories.

(ii) Account Maintenance Period. The Capital Repair/Replacement Escrow Account shall be maintained with a federally insured financial institution in an interest bearing account. During the outstanding loan period, the Capital Repair/Replacement Escrow Account may be held by the lender, but can only be used as approved by the Contracting Officer or the designated representative. Deposits into the Capital Repair/Replacement Escrow Account shall be made monthly on the first of each month. The adequacy of the Capital Repair/Replacement Escrow Account shall be analyzed annually by the Government representative. The Offeror shall, at all times, maintain the account with sufficient balance to pay for all maintenance, capital repair and replacement costs detailed in the Offeror's Technical Plan. The amount of the monthly deposit to the Capital Repair/Replacement Escrow Account may be increased or decreased without amending the Contract with Government approval.

(iii) Disbursements from the Capital Repair/Replacement Escrow Account. Disbursements from the Capital Repair/Replacement Escrow Account may be made only after receiving the written consent of the Government, or at the Government's discretion, the written consent of a lender that is providing financing to the Project. Funds shall be advanced from the Capital Repair/Replacement Escrow Account in accordance with customary commercial lending practices (e.g., disbursements shall be no more frequently than once in each calendar month, based on the actual invoices of contractors, subcontractors, material men and suppliers for materials and equipment or services actually provided, etc.).

(c) Escrow for Construction/Renovation of Facilities. The purpose of the Construction Escrow Account is to ensure the cash flow after debt service and reserves from the existing rental units is utilized to off-set demolition, construction, and renovation costs.

(i) The Offeror shall maintain the account until the satisfactory completion and certification of occupancy of the 840 new housing units, the renovation/replacement of the existing 1,823 housing units, and all other improvements which are to be part of this Project in accordance with the approved plans. The account, separate from all other accounts maintained by the Offeror and known as the "Construction Escrow Account", shall be established by the Offeror on or before the signing of the Contract. The account will be a dual signature account with the Offeror and the Government as co-signatories.

(ii) All operating income of the Project in excess of the normal and customary operating expenses of the Project must be deposited into this account as approved by the Government.

The Offeror shall deposit a minimum of 3% of the total project costs from its own capital into the Construction Escrow Account. (Evaluation of owner equity will be

accomplished under the Sources and Uses of Equity requirement of the Financial Plan.) Proof of owner equity shall be required upon contract award and owner equity must be deposited upon issuance of Notice to Proceed. The Construction Escrow Account shall be maintained with a federally insured financial institution in an interest bearing account. The Contracting Officer or designated representative may waive the requirement for the Construction Escrow Account if the lender requires a similar account. This escrow account shall be closed upon completion of initial construction and renovation/replacement.

(iii) Account Funds Transfers. Deposits into the Construction Escrow Account shall be made monthly on or before the 15th of the month. The Construction Escrow Account, including all interest thereon, shall be used solely for the purpose of making the required improvements in the residential housing community. Disbursements from the Construction Escrow Account may be made only after receiving the written consent of the Contracting Officer or designated representative, or at the Government's discretion, the written consent of a lender that is providing financing to the Project. Funds shall be advanced from the Construction Escrow Account in accordance with customary commercial lending practices (e.g., disbursements shall be no more frequently than once in each calendar month, based on the actual invoices of contractors, subcontractors, material men and suppliers for materials and equipment or services actually provided). Upon termination of the account, excess funds will be released to the Offeror upon fulfillment of his obligation under this account.

(d) Impositions Escrow Account. The Offeror shall establish and maintain, throughout the term of the Contract, an escrow account which is separate from all other accounts maintained by the Offeror and known as the "Impositions Escrow Account", to cover annual tax payments, if applicable (see Attachment 2, paragraph 4.e. of the RFP), and annual insurance premium payments (see Attachment 4 of the RFP). The Offeror shall deposit the estimated monthly impositions into the Impositions Escrow Account. The Impositions Escrow Account shall be maintained in an interest bearing escrow account with a federally insured financial institution. The Contracting Officer or designated representative may request proof of deposits. This condition may be satisfied by an approved escrow account with an approved Mortgagee. Proof shall be provided to the Contracting Officer or designated representative to verify the existence of the account.

(e) Performance Deposit. The Performance Deposit Account serves as a "Real Estate Management Bond".

(i) The Offeror shall establish and maintain, throughout the term of the contract, a performance deposit account (the "Performance Deposit") which is separate from all other accounts maintained by the Offeror. The Offeror shall deposit \$500,000.00, in the form of cash or certified funds, upon initiation of the account with a federally insured financial institution in an interest bearing account or with a commercial investment firm. The Performance Deposit shall serve as a security for the payment and performance by the Offeror of all obligations, covenants, conditions and agreements under this Contract, subject to the following terms and conditions:

(A) The Performance Deposit shall be established with the Contracting Officer or designated representative having sole disbursement of funds authority via check writing privileges. The Offeror shall maintain a minimum of \$500,000.00 in the account at all times. Once the account balance reaches \$1,000,000.00, the Government, upon the Offeror's written request, shall return the amount over \$1,000,000.00.

(B) If the Offeror fails to perform its obligations under the Contract, or otherwise commits a default, which is not cured within the applicable cure period, if any, the Contracting Officer or designated representative may use, apply or retain all or any portion of the Performance Deposit for the payment of any sum to which the Contracting Officer or designated representative may become entitled by reason of the Offeror's default, or to compensate the Contracting Officer or designated representative for any loss or damage which the Government may suffer as a result of such default.

(C) If the Offeror fails, after receiving notice of noncompliance, to accomplish the work in accordance with the Contract or fails to perform any provision of the Contract, the Contracting Officer or designated representative may, after seven days written notice to the Offeror and without prejudice to any other remedy it may have, make good such deficiencies. In such case, an appropriate Contract Modification shall be issued for the Government's unilateral deduction from the Performance Deposit the cost of correcting such deficiencies. If the amounts in the Performance Deposit account are not sufficient to cover such amount, the Offeror shall pay the difference to the Government on demand.

(D) If the Contracting Officer or designated representative uses or applies all or any portion of the Performance Deposit in accordance with the terms of this Contract, the Offeror shall, within seven days of written notification by the Contracting Officer, deposit an amount sufficient to restore the Performance Deposit in full to the balance of the account on the date the money was removed provided however, that the amount to be deposited will never be more than the amount to bring the account back up to \$1,000,000.

(E) If the Offeror performs all of its obligations under this Contract, and is not then in default under this Contract, the Performance Deposit, or so much of the Performance Deposit as has not been applied by the Contracting Officer or designated representative, shall be returned to the Offeror within 60 days after the expiration or termination of the Contract or the date on which the Offeror has vacated the premises, whichever is later.

(f) Reinvestment Account. The purpose of the Reinvestment Account is to protect and/or enhance the Government's investment by the Offeror contributing into this account, on an annual basis, a percentage of cash flow after debt service, taxes, if applicable, and preferred returns.

(i) The Government intends the successful Offeror to establish and maintain a Reinvestment Account throughout the term of the Contract. It shall be separate from all other accounts maintained by the successful Offeror.

(ii) The Reinvestment Account shall be utilized for reinvestments in the Project in the form of quality of life improvements that will directly benefit military families (e.g., payment of utilities, construction of replacement housing units, future amenities, etc.).

(iii) The Offeror shall designate that a certain percentage (0 - 100%) of all net cash flow after operating expenses, debt service, taxes, if applicable, and reserves be deposited into the Reinvestment Account.

(3) Conditional Loan Commitment. The conditional loan commitment, on lender letterhead, is to include at a minimum the following:

- (a) Debt service coverage ratio.
- (b) Amount of loan.
- (c) Interest rate (fixed or variable) with interest rate exposure mitigation.
- (d) Recourse vs. Non-recourse (full or partial).
- (e) Loan Maturity.
- (f) Amortization period. – Loan shall be fully amortizing straight line for a period not to exceed 30 years.
- (g) Points and fees.
- (h) Whether the Government offered enhancement of a guarantee in the event of base closure, downsizing or major deployment will be required. Rent payment will be made by allotment.
- (i) Borrower and Lender Applications for Loan Guaranty. Completion of the forms at Attachment 1, Exhibits A and B of the RFP, respectively, is required at the time of proposal submission, if the Loan Guaranty is utilized. Failure to complete the forms may render the proposal materially deficient and ineligible for contract award.

CROSS COLLATERALIZATION/CROSS DEFAULT PROVISIONS. This privatization project is expected to “stand alone” and as such, the Offeror is prohibited from cross collateralization and/or cross default of said project with any other assets. Moreover, the Offeror is prohibited from assigning, pledging, hypothecating, or otherwise transferring its interest in the net cash flows and/or ownership of the project in part or in its entirety without prior Government approval.

This relates to the construction period loan and permanent financing arrangements.

FINANCING CONTINGENCY: At the time of Offeror's proposal, permanent and construction financing on the project shall be subject only to contract award by the U.S. Army Corps of Engineers.

Effect of Interest Rate Changes. In its proposal, the Offeror shall clearly address the following issues:

- (a) The interest rate (or range of interest rates) upon which its proposal and financial plan are premised.

(i) The first mortgage shall be at a fixed rate of interest unless the Offeror, to the satisfaction of the Government, mitigates the interest rate risk over the life of the loan by some form of interest rate protection vehicle.

(ii) Until such time as the Offeror "locks rate" with their selected lender, there may be a chance of short-term rate fluctuations. Therefore, the Offeror shall mitigate this short-term interest rate risk.

(b) Any actions which the Offeror intends to implement in order to mitigate against increased interest rates (e.g., interest rate hedges, ceilings, etc.), and the estimated time for, and costs of, implementing any such actions.

(c) The maximum interest rate at which the Offeror is prepared to deliver its proposal without changes in scope, timing, quality, or materials.

(d) How will the proposal be effected if the actual interest rate on the Offeror's construction and/or permanent financing are higher than the maximum interest rate set forth above? Will materials of lesser quality be used? Will optional amenities be deleted? Will the amounts pledged to the Reinvestment Account be reduced? Will the Offeror reduce its fees or accept a lower return on equity?

(e) How will the proposal be effected if the actual interest rates on the Offeror's construction and/or permanent financing are substantially lower than the interest rates indicated in its proposal? ("Substantially lower" being defined for this purpose as a decrease of 50 or more basis points from the interest rates shown in the proposal.) By way of example only: Will the project be enlarged in scope? Will materials of better quality be used? Will optional amenities be increased? Will the amounts pledged to the Reinvestment Account be increased? Will the Offeror increase its fees or receive higher return on equity?

Offeror's Historical Financial Status. Five years historical audited financial statements are required from the Offeror including each of its subsidiaries and parent company, and all team members. Firms with less than five years historical audited data should provide as much historical audited data as is available up to the five years.

c. **VOLUME III - MANAGEMENT PLAN.** The Offeror shall submit the required information in Volume III as listed below in descending order of importance:

(1) ORGANIZATIONAL STRUCTURE.

(a) Corporate Structure. The Offeror shall submit organization charts. If the prime Offeror is to be a team arrangement, submit organization charts for each team member. Provide locations and organization charts of the corporate headquarters, regional offices and other offices. The Offeror's organization chart shall show the entire team which will be committed to this contract. Personnel on the organization chart, including support staff, team members/

subcontractors, should be identified by name, discipline, task area and firm office. The chart shall clearly indicate reporting lines. The submittal shall also be sufficiently detailed to indicate the size, diversity, and organizational structure of the team. Also, indicate how the proposed project organization, relative to the office organization, will function.

(b) Resumes of Key Personnel. The submittal shall include resumes of no more than 10 key personnel to be utilized in the performance of the Contract. The resumes should clearly show proposed job title, education, special qualifications worth noting, and complete experience records showing title and specific duties, responsibilities, and assignments beginning with the present and working backwards. The resumes must clearly demonstrate the type, level and duration of experience required by this RFP. Indicate fully, the responsibilities each key member had in connection with any of the projects listed or any other projects which involved managing projects comparable to this project. Explain how key personnel will be replaced as turnover occurs. Any additional information pertaining to personnel anticipated for use under the Contract will only relate to that individual's experience and ability to perform on this Contract. Therefore, do not furnish information on individuals' social, civic or fraternal activities. Note that substitutions for key team members/subcontractors/partners after award will only be allowed with the approval of the Contracting Officer.

Experience of Affiliates, Subcontractors and Suppliers. Provide experience information required above for each Affiliate, Joint Venturer or Team Member that is expected to provide a substantial amount of effort under the Contract.

(2) CONTRACT IMPLEMENTATION PLAN. Describe the organizational approach implementing the work required of the Offeror through the life of the Contract. Describe the anticipated use of the following, as applicable:

- *Sole Entity.
- *Joint Venture.
- *Teaming.
- *Other.

Provide copies of any contractual agreements (e.g., property management contracts, operating agreements, etc.) and/or commitments binding the firm(s) to this contract. If these are not in place, provide information on how they will be implemented. This information should include, but not be limited to the following:

- *What entity has overall authority for the contract?
- *What entity will be managing the contract?
- *Years of previous experience with team members.
- *Type of past contractual agreements.

*Which entity will be responsible for design, utility work, new construction, renovation of existing housing, quality assurance, quality control, management and maintenance?

*The team's capability to do this work and how would it be performed under the contract.

- In an effort to most effectively accomplish the objectives of this Contract, it is proposed that the Government, the Contractor, and its major subcontractors engage in the Partnering process. Participation in the Partnering process is entirely voluntary and is based upon a mutual commitment between Government and industry to work cooperatively as a Team to identify and resolve problems and facilitate contract performance.

The primary objective of the process is providing the American soldier with the highest quality supplies/services on time and at a reasonable price. Partnering requires the parties to look beyond the strict bounds of the contract in order to formulate actions that promote their common goals and objectives. It is a relationship that is based upon open and continuous communication, mutual trust and respect, and the replacement of the "us vs. them" mentality of the past with a "win-win" philosophy for the future. Partnering also promotes synergy, creative thinking, pride in performance, and the creation of a shared vision for success.

After contract award, the Government and the successful Offeror will decide whether or not to engage in the Partnering process. Accordingly, Offerors shall not include any anticipated costs associated with the implementation of the Partnering process in their proposal (e.g., cost of hiring a facilitator and conducting the Partnering Workshop). If the parties elect to partner, any costs associated with that process shall be identified and agreed to after contract award.

The establishment of this Partnering arrangement does not affect the legal responsibilities or relationship of the parties and cannot be used to alter, supplement or deviate from the terms of the contract. Any changes to the contract must be executed in writing by the Contracting Officer.

See AMC Partnering Guide at <http://acqnet.sarda.army.mil/acqinfo/blueprint/bluprnt.htm> for implementation of this Partnering relationship.

*Provide information as to how you intend to accomplish design, utility work, new construction, rehabilitation of existing housing, quality assurance, quality control, management and maintenance.

*Provide information to demonstrate your ability to provide design, utility work, new construction, rehabilitation of existing housing, quality assurance, quality control, management and maintenance. Clearly and succinctly describe in narrative form, with accompanying charts and graphs if applicable, how the Offeror will:

- How it will be financed (sources and amounts of equity and debt).
- Assume control of the housing areas upon contract execution.
- Mobilize and complete the construction and renovation plan, in accordance with the Management and Technical Plans, and the Schedule.
- Utilize the financial assets to support construction and renovation, in accordance with the financial plan.
- Demobilize from construction and renovation within the four and five year time lines.
- Continue maintenance of the housing areas for the duration of the Contract, in accordance with the Organizational Plan and the Schedule.
- Provide maintenance and renovation during the term of the Contract, in accordance with the management plan.

(3) **SAMPLE TENANT LEASE.** A sample tenant lease is provided in this RFP package to be used and is preferable (see Attachment 6). Changes may be proposed to items not identified as mandatory. Those items within the lease that are mandatory are marked with an asterisk. If said changes result in a more restrictive lease to the tenants, a lower rating may result during evaluation. If said changes result in a more favorable lease to the tenants, a higher rating may result during evaluation.

d. **VOLUME IV - PAST PERFORMANCE.** During the source selection process, the Government will assess the relative risks associated with the Offeror's performance based upon past performance issues cited in the proposal. Performance risks are those associated with an Offeror's likelihood of success in performing the requirements of the solicitation as indicated by that Offeror's record of past performance. Performance risk will be analyzed by the Performance Risk Assessment Group (PRAG) and provided to the SSEB for evaluation.

The Government will conduct a performance risk assessment based upon the quality of the Offeror's past performance as well as that of its proposed subcontractors, as it relates to the probability of successful accomplishment of the required effort. When assessing performance risk, the Government will focus its inquiry on the past performance of the Offeror and its proposed subcontractor(s) as it relates to all solicitation requirements (i.e., management, technical and financial) including records of conforming to specifications, standards of workmanship, containing and forecasting costs, adherence to contract schedules, history of reasonable and cooperative behavior, and commitment to customer satisfaction.

A significant achievement, problem or lack of relevant data in any element of the work can become an important consideration in the source selection process. A negative finding under any element may result in an overall high performance risk rating. Therefore, Offerors are reminded

to include all relevant past efforts, including demonstrated corrective action, in their proposal.

For each phase (i.e., construction, renovation, maintenance, and management), the Offeror shall submit narratives of a minimum of two, and not more than five previous or ongoing federal, state or local Government contracts **or private/commercial contracts** performed by it and/or each of its team members, their subsidiaries or parent companies during the past three to five years which are similar in nature and relevant to the efforts required by this solicitation. Narratives shall include the following information:

(1) Complete description of the project performed detailing the relevance and similarities to the effort required by this solicitation.

(2) References Provided for Contract Information Submitted. Provide an outline of how the effort required by the solicitation will be assigned for performance within the Offeror's corporate entity and/or team members and among proposed 1st tier subcontractors. Information required below shall be provided for all contract information submitted.

(a) Government contracting activity, contracting officer or other point of contact, address, and telephone number. For commercial property management and/or maintenance experience, you may provide name, address and telephone number of tenant associations.

(b) Government technical representative with address and telephone number. For commercial property management and/or maintenance experience, you may provide name, address and telephone number of tenant associations.

(c) Government contract administration activity, points of contact, address and telephone number. For commercial property management and/or maintenance experience, you may provide name, address and telephone number of tenant associations.

(d) Contract number.

(e) Contract award date.

(f) Contract type.

(g) Contract award amount (cost or price).

(h) Actual cost or price, or projected final cost or price.

(i) Original performance period/completion date.

(j) Actual or projected final completion date.

(3) Offerors shall include in their proposal, the written consent of their proposed 1st tier subcontractors to allow the Government to discuss the subcontractors' past performance

evaluation with the Offeror during negotiations.

(4) A narrative for each of the previous contracts listed describing the objectives achieved and any cost growth or schedule delays encountered. For Government contracts which did not/do not meet the original requirements with regard to either cost, schedule, or technical performance, provide a brief explanation of the reason(s) for such shortcomings and any demonstrated corrective action taken to avoid recurrence. The Offeror shall also provide circumstances surrounding cure notices or show cause notices received on any previous contract listed, and a description of corrective action taken.

(5) The Offeror shall also provide the above required information relative to contracts that have been terminated in full or in part, for default during the past five years, to include those currently in process of such termination as well as those which are not similar to the proposed effort. The Offeror shall list each time the performance schedule was revised and provide an explanation of why the revisions were required.

(6) The Offeror shall also provide overall performance ratings from the customer (i.e., excellent, very good, satisfactory, marginal, or unsatisfactory) for all contracts submitted.

(7) Lack of a performance record may result in an unknown performance risk rating. In the cases where an Offeror has no previous past performance or past performance information is not available, the Offeror may be treated as an unknown performance risk and may not be rated favorably or unfavorably. Prior to determining no previous past performance, the evaluation board will consider past performance of predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects of the Contract.

NOTE: Offerors are reminded that both independent data and data provided by Offerors in their proposals may be used to evaluate past performance. Since the Government may not necessarily interview all of the sources provided by the Offerors, it is incumbent upon the Offeror to explain the relevance of data provided. The Government may also use past performance information from other than the sources identified by the Offeror and that the information obtained will be used for both the responsibility determination and the best value decision. The Government does not assume the duty to search for data to cure problems within the proposals. The burden of providing thorough and complete past performance data remains with the Offerors. Proposals that do not contain the information required by the solicitation risk rejection or high risk rating by the Government.

e. **VOLUME V - UTILIZATION OF SMALL BUSINESS CONCERNS.** The Offeror shall submit the required information in Volume V as listed below. Paragraphs 1 through 3 below are for information only and are not evaluation subfactors. Paragraphs 4 and 5 are of equal importance.

(1) Definitions:

(a) Small Business Concerns. For the purpose of this section, small business

concerns refers to Small Business, Small Disadvantaged Business, and Women-Owned Small Business.

(b) Prime Offeror for the purpose of this section is defined as the firm that will be responsible for signing contract documents.

(2) It is the policy of the United States that small business concerns shall have the maximum practicable opportunity to participate in contract performance. It is further the policy of the United States that its prospective Prime Offerors shall demonstrate the extent it plans to utilize small business concerns in any resultant contract and provide assurance in its offer that small business concerns shall have maximum subcontracting opportunities in its prime contracts.

(3) All contractors are requested to utilize the PRO-NET program to assist them in obtaining resources to meet their contractual requirements. PRO-NET is an electronic gateway of procurement information – for and about small businesses. It is a search engine for Contracting Officers, a marketing tool for small firms and a “link” to procurement opportunities and important information. It is designed to be a “virtual” one-stop-procurement-shop. PRO-NET is an Internet-based database of information on small, small disadvantaged, 8(a), and women-owned small businesses. It is free to federal and state Government agencies, as well as prime and other contractors seeking small business contractors, subcontractors and/or partnership opportunities. As an electronic gateway, PRO-NET provides access and is linked to the Commerce Business Daily (CBD), federal and state agency home pages and other sources of procurement opportunities.

The Small Business Administration (SBA) homepage address is: www.sba.gov

The PRO-NET homepage address is: www.pro-net.sba.gov

(4) SUBCONTRACTING PLAN REQUIREMENTS. The Offeror (other than a small business concern) shall submit a completed Subcontracting Plan which will demonstrate how goals for Small Business (SB), Small Disadvantaged Business (SDB), and Women-Owned Small Business (WOSB) participation will be met. The Offeror (other than a small business concern) shall demonstrate how the firm plans to identify, commit and utilize SB, SDB, and WOSB concerns as team members, subcontractors and/or suppliers in the performance of the resultant contract. The Offeror’s Subcontracting Plan must address each element indicated below. A sample Subcontracting Plan format is provided at Attachment #9 of the RFP. This sample is provided as an example only and is not to be construed as an all-inclusive document. The Offeror’s format will be acceptable provided the Plan addresses each element indicated below:

(a) Development of separate percentage goals for SB, SDB, and WOSB Concerns that are based on planned subcontracting which is challenging yet realistic. (See FAR 19.705-4(d), DFARS 219.704(a)(1) and 219.705-4.) The percentages listed below represent informational goals considered reasonable and achievable during the basic performance period of the resultant contract. Goals will be re-negotiated prior to exercising any option period(s) should option(s) be a part of the solicitation.

61.2% of planned subcontracting dollars to be placed with Small Business Concerns.
9.1% of planned subcontracting dollars to be placed with those Small Business concerns owned and controlled by socially and economically disadvantaged individuals.
4.5% of planned subcontracting dollars to be placed with Women-Owned Small Business Concerns.

Goals included in any proposed Subcontracting Plan submitted should reflect goals at least equal to those suggested above. If lesser goals are proposed, firms may be required to explain how the proposed goals and the Plan represent the firm's best efforts to comply with the policy outlined in this solicitation. Proposed Subcontracting Plans will be reviewed to ensure the Plan and the firm's ability to carry out the Plan represents the firm's best efforts to maximize their abilities for subcontracting opportunities with Small Business, Small Disadvantaged Business, and Women-Owned Small Business.

(i) Assurance that the Offeror will include the Clause at FAR 52.219-8, Utilization of Small Business Concerns and Small Disadvantaged Business Concerns, in all subcontracts that offer further subcontracting opportunities, and that the Offeror will require subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction) to adopt a plan similar to the plan required by the clause at FAR 52.219-9, Small Business and Small Disadvantaged Business Subcontracting Plan.

(ii) Assurance that the Offerors will (A) cooperate in studies or surveys as may be required; (B) submit periodic reports in order to allow the Government to determine the extent of compliance by the Offeror with the Subcontracting Plan; and, (C) submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and SF 295, Summary Subcontract Report.

(iii) A recitation of the types of records the Offeror will maintain to demonstrate procedures adopted to comply with the requirements and goals in the plan, including establishing source lists, and a description of the Offeror's efforts to locate small and small disadvantaged business concerns and to award subcontracts to them.

(iv) The name of the company employee who will be responsible for the administration of the Subcontracting Plan and the employee's duties. (See FAR 19.704(a)(2) and 52.219-9(d)(7).)

(b) Description of specific efforts, based on results of efforts described in paragraphs (ii) & (iii) above to ensure that Small Businesses, Small Disadvantaged Businesses, and Women-Owned Small Businesses have equitable opportunity to participate in acquisitions. (See FAR 19.704(a), 19.705-4, 52.219-9(d) and DFARS 219.705.)

(c) Outreach action (ongoing and planned). (See FAR 19.704(a), 19.705-4, 52.219-9(d), 52.219-9(e), and DFARS 219.705.)

(d) Describe supplies or services to be subcontracted, including identification of subcontractors, and planned subcontracting to SB, SDB and WOSB. (See FAR 19.705-4(d), 52.219-9(d)(3), 52.219-9(e) and DFARS 219.705.)

(e) Efforts undertaken to broaden SB, SDB and WOSB active vendor base. (See FAR 19.704(a), 52.219-9(d), DFARS Subpart 219.5, 219.704(a), 219.705 and 252.219-7003.)

(f) Policy Statement or Evidence of Internal Guidance to company buyers recognizing commitment to Public Law 99-661, Section 1207 and Public Law 100-180, Section 806.

(g) Participation in the Department of Defense's Mentor-Protégé program. (See DFARS 219.71.)

(5) PAST PERFORMANCE IN UTILIZING SMALL BUSINESS CONCERNS. The Offeror shall submit data on Past Performance in utilizing small business concerns, which demonstrates how goals for Small Business and Small Disadvantaged Business participation on previous contracts were satisfied. The data to be provided shall include all the information requested on Attachment #9 of the RFP, "Utilization of Small Business Concerns". Data is to be provided by the principal firm and all major participants of a joint venture. The data provided shall be limited to the construction, renovation, management and operation of housing communities during the past three to five years. Include in this documentation a list of contracts and subcontract performance of the prime contractor and members of a joint venture.

EVALUATION FACTORS FOR AWARD

1. SOURCE SELECTION ADVISORY COUNCIL. The Source Selection Authority (SSA) has appointed the Source Selection Advisory Council (SSAC). The SSAC is responsible for reviewing the evaluation document prepared by the SSEB and to advise both the SSEB and SSA on selection policy issues. The identities of the SSA and the SSAC members are confidential, and any attempt by the Offerors to contact these individuals is prohibited.

2. SOURCE SELECTION EVALUATION BOARD. The Source Selection Authority (SSA) has established the Source Selection Evaluation Board (SSEB) to conduct the evaluation of proposals received in response to the solicitation. The evaluation will be based exclusively on the content of the proposal and any subsequent discussions required. The SSEB will not consider any information or data incorporated by reference or otherwise referred to. The identities of the SSEB members are confidential, and any attempt by the Offerors to contact these individuals is prohibited.

3. PERFORMANCE RISK ASSESSMENT GROUP. The Source Selection Authority (SSA) has identified specific members of the Source Selection Evaluation Board (SSEB) to perform as the Performance Risk Assessment Group (PRAG) to solely conduct analyses of Volume IV - Past Performance. The PRAG will brief the SSEB on the analyses. The SSEB will then perform the evaluation based on the input from the PRAG. The evaluation may be based upon information obtained from sources other than those identified in the proposal. The PRAG will not consider any information or data incorporated by reference. The identities of the PRAG members are confidential, and any attempt by the Offerors to contact these individuals is prohibited.

4. PROPOSAL SUBMITTAL. Proposals shall be submitted in accordance with FAR 52.215-1 and the "Instructions to Offerors" portion of this Attachment #1 of the RFP.

5. EVALUATION CRITERIA. Evaluators shall assess the proposals' acceptability compared to the requirements of the RFP. A source selection evaluation plan has been developed to evaluate proposals against the factors (volumes), subfactors and subelements set forth in this solicitation. Evaluations shall be in accordance with Attachment #1 of the RFP. Evaluations will be conducted in accordance with the Tradeoff Process, FAR 15.101-1. Volumes I, II, III, and V will be rated using an adjectival methodology with a narrative assessment and a proposal risk rating. Volume IV will receive a performance risk rating. Proposal evaluation is an assessment of the proposal and the Offerors' ability to perform the resultant contract successfully. Proposals will be evaluated to determine ratings supported by narratives, and to identify strengths, weaknesses, deficiencies, and risks of the proposed approach in each proposal.

a. EVALUATION DEFINITIONS.

(1) Strength. A substantive aspect, attribute, or specific item in the proposal that exceeds the solicitation requirements and enhances the probability of successful contract performance.

(2) Weakness. A flaw in the proposal that increases the risk of unsuccessful contract

performance. A significant weakness in the proposal is a flaw that appreciably increases the risk.

(3) Deficiency. A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

(4) Clarification. Clarifications are limited exchanges between the Government and Offerors that may occur when award without discussions is contemplated. If award without discussions is anticipated, Offerors may be given the opportunity to clarify certain aspects of their proposals or to resolve minor or clerical errors.

(5) Communications. Communications are exchanges between the Government and Offerors after receipt of proposals, leading to establishment of the competitive range.

(6) Discussions. Discussions are negotiations conducted in a competitive acquisition and take place after establishment of the competitive range. Discussions are tailored to each Offeror's proposal, and shall be conducted by the Contracting Officer with each Offeror within the competitive range.

6. RATING. Rating is the application of a scale of words, colors, or numbers, used in conjunction with narrative, to denote the degree to which the proposal has met the standard for a non-cost factor. For purposes of this solicitation, ratings will consist of words (adjectival method) used in conjunction with narratives. Ratings will be applied at the factor (volume), subfactor, and subelement level. If at any level of indentation an Offeror's proposal is evaluated as not meeting a minimum requirement (that is, below the level of acceptable), this fact must be included in the rating and narrative assessment at that level and each higher level of indentation. Therefore, a marginal or unacceptable rating at any level must be carried to the factor (volume) level. The following ratings will be used to evaluate Volumes I, II, III, and V:

a. Exceptional. Exceeds minimum requirements of the RFP in a beneficial way to the Government and has no significant weakness.

b. Acceptable. Meets minimum requirements of the RFP and any weaknesses are readily corrected.

c. Marginal. Fails to meet a minimum requirement of the RFP; however, any deficiencies are correctable without a major revision of the proposal.

d. Unacceptable. Fails to meet a minimum requirement of the RFP and the deficiency is uncorrectable without a major revision of the proposal.

7. Proposal Risk. These are ratings that assess the risks and weaknesses associated with each Offeror's proposed approach to performing the requirements stated in the RFP. It is an overall assessment derived from the evaluation and is driven by each of the subelements and subfactors evaluated within the factor. The following proposal risk ratings will be applied to Volumes I, II,

III, and V at the factor (volume), subfactor, and subelement levels:

a. Low Risk. Any proposal weaknesses have little potential to cause disruption of schedule or degradation of performance. Normal Offeror effort and normal Government monitoring will probably minimize any difficulties.

b. Moderate Risk. Approach has weaknesses that can potentially cause some disruption of schedule or degradation of performance. However, special Offeror emphasis and close Government monitoring will probably minimize difficulties.

c. High Risk. Approach has weaknesses that have the potential to cause serious disruption of schedule or degradation of performance, even with special Offeror emphasis and close Government monitoring.

8. Performance Risk. Past Performance ratings that assess the risks associated with each Offeror's likelihood of success in performing the requirements of the RFP based on that Offeror's demonstrated performance on recent, relevant contracts. The following performance risk ratings will be used in evaluating Volume IV:

a. Excellent. Very Low Performance Risk. Offeror's past performance record provides essentially no doubt that the Offeror will successfully perform the required effort.

b. Good. Low Performance Risk. Offeror's past performance record provides little doubt that the Offeror will successfully perform the required effort.

c. Adequate. Moderate Performance Risk. Offeror's past performance record provides some doubt that the Offeror will successfully perform the required effort.

d. Marginal. High Performance Risk. Offeror's past performance record provides substantial doubt that the Offeror will successfully perform the required effort.

e. Poor. Very High Performance Risk. Offeror's past performance record provides extreme doubt that the Offeror will successfully perform the required effort.

f. Unknown Performance Risk. No performance record identifiable. The Offeror has no relevant performance record. The Offeror may not be evaluated favorably or unfavorably.

9. BASIS FOR AWARD, EVALUATION FACTORS AND EVALUATION APPROACH.

Any award to be made will be based upon the best overall (i.e., best value) proposal that is determined to be the most beneficial to the Government with appropriate consideration given to the evaluation factors, subfactors, and subelements shown below. The evaluation factors (volumes), subfactors, and subelements are listed in descending order of importance as shown below.

a. VOLUME I - TECHNICAL PLAN.

(1) Design Plan.

(a) Dwelling Design. Government preference is for single family, townhouse, or duplex style units. Apartments in a stacked configuration may be used only as a last resort for two bedroom units to conserve land. Area C1 is defined as the northern portion of area C and should have a physical separation from the Junior Officer/Senior Enlisted housing located in Area C2. If at all possible, it is preferred to locate the Junior Enlisted units in Area's A and B. However, if this is not supportable by either space or utility limitations, then the use of the northern portion of Area C identified as C1 is permissible and will not detract from the rating.

(b) Site Design.

(c) Unit Renovation Plan. Offerors proposing to demolish and replace existing housing units may receive a higher rating during evaluation.

(d) Design Analysis.

(e) Energy Efficiency. Designs which exceed the minimum requirements through the use of more energy efficient appliances, insulation, windows, lighting, etc., may receive a higher rating during evaluation.

(2) Construction Plan. Proposals which demonstrate a feasible, more aggressive construction and renovation schedule may receive a higher rating during evaluation.

(3) Future Renovation Plan (Out-Years).

(4) Maintenance Plan.

b. VOLUME II - FINANCIAL PLAN. The purpose of the financial plan evaluation is to determine whether an Offeror proposed financial plan is realistic and complete in relation to the solicitation and the technical and management proposal and provide an assessment of the reasonableness of the plan. The Escrow Accounts will be evaluated on an acceptable/unacceptable basis.

(1) Total Project Costs. *See Attachment 1, Exhibit C of the RFP, "Statement of Development Sources and Uses of Funds Proforma" and "Development Budget Proforma", for mandatory Proforma format.

(a) Total Construction Budget. The Government will evaluate the Offeror's construction management, asset management, and other fees that are accrued and/or paid during the construction phase of this project. Overall project financing will be evaluated on the basis of the risk to the Government and the Offeror's long term financial commitment to the project. The financing shall be contingent only upon award.

(b) Amenities Offered and their Related Costs. Those proposals that include optional amenities as shown in order of preference in Attachment 2, paragraph 5.g. of the RFP, may be given a higher rating during evaluation. However, the execution of said amenities during the Contract will be at the Government's discretion and shall not affect the validity of any other part

of the Contract.

(2) Sources and Uses of Equity.

(a) All Sources and Uses of Equity (amount and timing). Proposals that exceed the 3% minimum owner capital contribution requirement may be rated higher for the sources and uses of equity subfactor during evaluation. Proof of owner equity shall be required at the time of award and deposit of owner equity is required upon issuance of Notice to Proceed. The Government will evaluate the Offeror's long-term commitment to the project. As such, the Government desires that the Offeror's source of repayment of equity and amount of return on equity is from the net cash flow available after reserves and debt service.

(b) Offeror's Reinvestment Plan. Those proposals that include payment of utilities in family housing units occupied by military families, dependents of military families, or Department of Defense (DOD) civilians designated as essential personnel, may be rated higher during evaluation. Those proposals which provide for future replacement of existing housing units may be rated higher during evaluation. If combinations of the above are proposed, the Offeror proposing the overall best value to the Government may receive the highest rating.

(c) Fifty-year Proforma Financial Information.

(d) Escrow Accounts (rated as acceptable/unacceptable). Escrow accounts are a minimum requirement of the Government and will be evaluated on an acceptable/unacceptable basis. Offerors providing for the escrow accounts, either through its lender or the resultant Contract, shall receive an acceptable. Offerors not providing for one or more of the escrow accounts shall receive an unacceptable. If required by its lender, Offerors should include a statement to that effect. Failure to provide one or more of the required escrow accounts may render the proposal materially deficient and ineligible for contract award.

(i) Lockbox Agreement.

(ii) Escrow for Capital Repair and Replacement of Facilities.

(iii) Escrow for Construction/Renovation of Facilities. The owner equity contribution to be deposited into this account will be evaluated under the Sources and Uses of Equity subfactor of the Financial Volume.

(iv) Impositions Escrow Account.

(v) Performance Deposit.

(vi) Reinvestment Account.

(3) Conditional Loan Commitment.

(a) Conditional Loan Commitment Letter. Completion of the forms (Borrower and Lender Applications for Loan Guaranty) at Attachment 1, Exhibits A and B of the RFP, respectively, is required at the time of proposal submission, if the Loan Guaranty is utilized. Failure to complete the forms may render the proposal materially deficient and ineligible for contract award.

(b) Effect of Interest Rate Changes.

(c) Offeror's Historical Financial Status.

c. VOLUME III - MANAGEMENT PLAN.

(1) Organizational Structure.

(a) Corporate Structure.

(b) Resumes of Key Personnel.

(2) Contract Implementation Plan.

(3) Sample Tenant Lease. Changes may be proposed to items not identified as mandatory. Those items within the lease that are mandatory are marked with an asterisk. If said changes result in a more restrictive lease to the tenants, a lower rating may result during evaluation. If said changes result in a more favorable lease to the tenants, a higher rating may result during evaluation.

d. VOLUME IV - PAST PERFORMANCE. During the source selection process, the Government will assess the relative risks associated with the Offeror's performance based upon past performance issues cited in the proposal. Performance risks are those associated with an Offeror's likelihood of success in performing the requirements of the solicitation as indicated by that Offeror's record of past performance. Performance risk will be analyzed by the Performance Risk Assessment Group (PRAG) and provided to the SSEB for evaluation.

The Government will conduct a performance risk assessment based upon the quality of the Offeror's past performance as well as that of its proposed subcontractors, as it relates to the probability of successful accomplishment of the required effort. When assessing performance risk, the Government will focus its inquiry on the past performance of the Offeror and its proposed subcontractor(s) as it relates to all solicitation requirements (i.e., management, technical and financial) including records of conforming to specifications, standards of workmanship, containing and forecasting costs, adherence to contract schedules, history of reasonable and cooperative behavior, and commitment to customer satisfaction.

A significant achievement, problem or lack of relevant data in any element of the work can become an important consideration in the source selection process. A negative finding under any element may result in an overall high performance risk rating. Therefore, Offerors are reminded to include all relevant past efforts, including demonstrated corrective action, in their proposal.

Lack of a performance record may result in an unknown performance risk rating. In the cases where an Offeror has no previous past performance or past performance information is not available, the Offeror may be treated as an unknown performance risk and may not be rated favorably or unfavorably. Prior to determining no previous past performance, the evaluation

board will consider past performance of predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects of the Contract.

NOTE: Offerors are reminded that both independent data and data provided by Offerors in their proposals may be used to evaluate past performance. Since the Government may not necessarily interview all of the sources provided by the Offerors, it is incumbent upon the Offeror to explain the relevance of data provided. The Government may also use past performance information from other than the sources identified by the Offeror and that the information obtained will be used for both the responsibility determination and the best value decision. The Government does not assume the duty to search for data to cure problems within the proposals. The burden of providing thorough and complete past performance data remains with the Offerors. Proposals that do not contain the information required by the solicitation risk rejection or high risk rating by the Government.

e. VOLUME V - UTILIZATION OF SMALL BUSINESS CONCERNS.

(1) Subcontracting Plan Requirements as identified in paragraph 8.e.(4) in the “Instructions to Offerors” portion of this Attachment 1 to the RFP.

(2) Past Performance in Utilizing Small Businesses as identified in paragraph 8.e.(5) in the “Instructions to Offerors” portion of this Attachment 1 to the RFP.

10. EVALUATION APPROACH. All proposals submitted will be forwarded to the SSEB and PRAG for evaluation. During evaluation, the proposals will be rated adjectivally based on the information contained in Volumes I through V.

All proposals shall be subject to evaluation by a team of Government personnel. The content of written proposals and written responses to questions, will be evaluated to determine the degree and extent to which the requirements and objectives set forth in the solicitation are satisfied. No assumptions will be made by the Government evaluators regarding areas not defined in the Offerors’ written proposal.

E&Y Kenneth Leventhal, financial consultants, will be utilized in an advisory capacity to perform financial analyses of the Offerors’ Financial Plan volumes. The consultant will not perform as voting members of the evaluation teams and will not be evaluating proposals. Their responsibility is to perform financial analyses of the Offerors’ proposals and to brief the Source Selection Evaluation Board of their findings. The Source Selection Evaluation Board will then use this information to evaluate and rate the proposals accordingly.

11. PREAWARD REVIEWS. The Government reserves the right to conduct a preaward survey of any Offeror under consideration to confirm any part of the information furnished by the Offeror, or to require other evidence of technical, financial, management, past performance, and other capabilities, the positive establishment of which is determined by the Government to be necessary for the successful performance of the Contract.

12. COMPETITIVE RANGE. The Government intends to evaluate proposals and award a contract without discussions with Offerors (except clarifications as described in FAR 15.306(a) and restated at Attachment 1, paragraph 5.a., Evaluation Definitions, of this solicitation). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if that is determined to be necessary, following the SSEB's evaluation. If discussions are deemed necessary, a competitive range will be established comprised of all of the most highly rated proposals. However, if the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. After the Government's receipt of the participating Offerors' final revised proposals, those proposals still included in the competitive range will be re-evaluated based upon the supplemental information, and an award will be made without further discussions.

13. AWARD OF CONTRACT. The Government will award a contract resulting from this solicitation to the responsible Offeror whose proposal represents the best value to the Government after evaluation, all factors considered (i.e., technical, financial, management, past performance, and utilization of small business concerns). The factors to be used to evaluate offers are identified in the "Instructions to Offeror" portion of this attachment.

14. CONTRACT MANAGEMENT PROCEDURES (CMPs). CMPs (e.g., points of contact, emergency phone numbers, how the Contractor plans to in-process military members, etc.) will consist of detailed administrative processes and procedures describing how the Contractor will perform the functions and duties required by the terms and conditions of the Contract. After award, the Omaha District will request the Contractor to submit CMPs for review, finalization and incorporation into the Contract.

15. PROTESTS. Protests, as defined in 33.101 of the Federal Acquisition Regulation, shall be filed in accordance with FAR Subpart 33.1.

BORROWER APPROVAL APPLICATION
DEPARTMENT OF DEFENSE (DoD) MILITARY PRIVATIZATION INITIATIVE (MHPI)
DOD DIRECT AND GUARANTEED LOAN PROGRAMS

PROJECT: Fort Carson Army Base

APPLICANT INFORMATION

1. Applicant's Legal Name: _____

2. Applicant's Headquarters Address: _____

3. Applicant's Mailing Address: _____

4. Telephone No.: _____ **5. Fax No.:** _____

6. E-Mail Address: _____

7. Principal Contact:

List the Principal contact for this application and any other persons who may submit application to the government and bind the Applicant in connection with the DoD loan program..

Name & Title	Telephone	Fax	Primary Contact?	
			Yes	No
_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>

8. Type of Entity:

Corporation ☐ Limited Liability Company ☐

General Partnership ☐ Limited Partnership ☐

Other, specify: _____

BORROWER APPROVAL APPLICATION
DEPARTMENT OF DEFENSE (DoD) MILITARY PRIVATIZATION INITIATIVE (MHPI)
DOD DIRECT AND GUARANTEED LOAN PROGRAMS

PROJECT: Fort Carson Army Base

APPLICANT INFORMATION (continued)

9. Tax Identification Number: _____

Pursuant to various federal regulatory requirements, the tax identification numbers collected throughout the application will be used to determine whether the Applicant (and its Principals and Guarantors, as applicable) is delinquent or in default on any federal debt and to collect and report on delinquent debt under the DoD Guaranteed and Direct Loan programs. DoD reserves the right to reject an Applicant if the Applicant (or its Principals or Guarantors) is not in good standing with the government.

10. Dun & Bradstreet Number: _____

11. Principals and Key Officers:

Include key officers of Applicant (specifying CEO, President and CFO), if it is a corporation and any person or entity with more than a 10 percent ownership interest in the Applicant.

Name	Telephone	Fax	Tax Id Number*	Percent Ownership Interest in Applicant
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

* Supply Social Security numbers for individuals. If Principals and Key Officers have a 10 percent or greater ownership in the Applicant, complete the attached Credit Investigation Notice form.

BORROWER APPROVAL APPLICATION
DEPARTMENT OF DEFENSE (DoD) MILITARY PRIVATIZATION INITIATIVE (MHPI)
DOD DIRECT AND GUARANTEED LOAN PROGRAMS

PROJECT: Fort Carson Army Base

12. Affiliates

Provide the list of affiliate companies of the Applicant and include parent companies and any subsidiaries. Note the address and relationship of each company.

Company Name	Address	Relationship
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

CORPORATE GUARANTOR INFORMATION

List below the name of any person or entity that will guarantee the Direct and/or Guaranteed Loans or cash-flows of subject military housing project. Attach separate sheets of paper if necessary:

13. Guarantor Name: _____

14. Guarantor Address: _____

15. Contact Name: _____

16. Telephone: _____ **17. Fax:** _____

18. Tax Id Number: _____ **19. Dun & Bradstreet No:** _____

20. Guarantor of Guaranteed Loan? _____ **Guarantor of Direct Loan?** _____

BORROWER APPROVAL APPLICATION
DEPARTMENT OF DEFENSE (DoD) MILITARY PRIVATIZATION INITIATIVE (MHPI)
DOD DIRECT AND GUARANTEED LOAN PROGRAMS

PROJECT: Fort Carson Army Base

LOAN INFORMATION

The Applicant is applying for approval for (check applicable boxes and provide requested information):

21. <input type="checkbox"/> Guaranteed Loan	22. <input type="checkbox"/> Direct Loan
a. Lender: _____	a. Lender _____ Department of Defense
b. Loan Amount: _____	b. Loan Amount: _____
c. Fixed Rate <input type="checkbox"/> Adjustable Rate <input type="checkbox"/> Index, if _____ adjustable rate: _____	c. Fixed Rate <input type="checkbox"/> Adjustable Rate <input type="checkbox"/> Index, if _____ adjustable rate: _____
d. Interest Rate: _____	d. Interest Rate: _____
e. Term of Loan: _____	e. Term of Loan: _____
f. Amortization Period of Loan: _____	f. Amortization Period of Loan: _____
g. Expected Loan Closing Date: _____	g. Expected Loan Closing Date: _____
h. Expected Loan Maturity Date: _____	h. Expected Loan Maturity Date: _____

23. Multifamily Loan Information

Yes ☐ **No** ☐

The Applicant has received a multifamily housing loan in the past.
If yes, list each loan and its status. Attach additional sheets if necessary.

Type (FHA, etc)	Loan Number	Original Amount and Origination Date	Name of Lender and Loan Status
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

BORROWER APPROVAL APPLICATION
DEPARTMENT OF DEFENSE (DoD) MILITARY PRIVATIZATION INITIATIVE (MHPI)
DOD DIRECT AND GUARANTEED LOAN PROGRAMS

PROJECT: Fort Carson Army Base

APPLICANT CERTIFICATIONS

Attached to this application are true and correct copies of the following information from the Applicant and Principals of the Applicant. (Principal is being defined for purposes of this application as a person, party or entity with a 10 percent or greater ownership interest in the Applicant.):

- | | Yes | No | |
|-----|--------------------------|--------------------------|---|
| 24. | <input type="checkbox"/> | <input type="checkbox"/> | Financial statements, audited by an independent public accountant, for the most recent three years. If the Applicant is an entity which has existed for less than three years, the Applicant has also provided audited financial statements for the Principals of the Applicant. If audited financial statements are unavailable for any party, the Applicant has submitted financial statements that are certified as being true and correct by an authorized representative of the Applicant, and by the Principal(s), as applicable. |
| 25. | <input type="checkbox"/> | <input type="checkbox"/> | Federal tax returns for the most recent three years. |
| 26. | <input type="checkbox"/> | <input type="checkbox"/> | All bank statements for the most recent three months. |
| 27. | <input type="checkbox"/> | <input type="checkbox"/> | The Applicant's organizational documents, including the Certificate of Incorporation where applicable, are certified as being true and correct by an authorized representative of the Applicant. |

The Applicant hereby agrees to:

28. Comply with all DoD and Army policies and procedures governing borrowers under the DoD loan programs, including requirements set forth in the form of the Guaranty Agreement for the Fort Carson Army Base MHPI project, those otherwise established by DoD and the Army, and all applicable federal regulatory requirements;
29. Comply with the conditions established by the government for continued participation as a borrower in the DoD loan programs;
30. Notify DoD in writing within 30 days if there are any material changes in its corporate or ownership structure or business practices, including, but not limited to changes in name, Principal place of business, mergers, dissolution, bankruptcy or insolvency, and character of business. Applicant shall also notify the government of material changes in any information provided in connection with this application;
31. Promptly furnish any additional information needed in connection with any DoD loan, its approval as a borrower under the DoD loan programs, and its operation. Make available to the government upon reasonable prior notice, for inspection, copying and auditing, its books, records and accounts with respect to any DoD loan and its general operations relating to any DoD loan; and

BORROWER APPROVAL APPLICATION
DEPARTMENT OF DEFENSE (DoD) MILITARY PRIVATIZATION INITIATIVE (MHPI)
DOD DIRECT AND GUARANTEED LOAN PROGRAMS

PROJECT: Fort Carson Army Base

APPLICANT CERTIFICATIONS (continued)

32. Transfer its rights and obligations with respect to a DoD Guaranteed or Direct Loan only to parties approved by the government and meeting the standards set forth in the related loan documents.

In addition to the agreements set forth above, the Applicant specifically agrees to comply with the following requirements in furtherance of Office of Management and Budget (OMB) Circular A-129 and the Debt Collection Improvement Act of 1996. These requirements will be performed in connection with any future DoD Direct or Guaranteed Loan and will be complied with in connection with the subject Guaranteed and Direct Loans.

33. The Applicant (and its Principals and Guarantors) have provided their tax identification number to DoD.
34. The Applicant (and its Principals and Guarantors) acknowledge and understand that their tax identification number will be used by any lender participating in the Guaranteed and Direct Loan programs and the government to determine whether such parties are delinquent or in default on any federal debt and to collect and report on delinquent debt of borrowers under the DoD Guaranteed and Direct Loan programs.
35. The Applicant (and its Principals and Guarantors) acknowledge and understand that any Guaranteed Lender and the government will report credit extensions and delinquent debts of prospective borrowers under the Guaranteed and Direct Loan programs to credit reporting bureaus to support the improvement of providing debtor information to the public and federal agencies.
36. The Applicant (and its Principals and Guarantors) acknowledge and understand that any Guaranteed Lender and the government will determine as part of its underwriting process whether the Applicant (and its Principals and Guarantors) is creditworthy and have the ability to repay proposed Guaranteed and Direct Loans. The process for making such a determination shall include, at a minimum, obtaining and evaluating credit reports from credit agencies, obtaining and evaluating appraisal reports when necessary, and evaluating whether the proposed loans evidence a commercially reasonable debt service coverage and loan-to-value ratio.
37. The Applicant (and its Principals and Guarantors) acknowledge and understand that any Guaranteed Lender and the government will deny credit to the Applicant for a Guaranteed and/or Direct Loan if the Applicant (or its Principals and Guarantors) owes delinquent debt to the federal government and such delinquency has not been satisfactorily resolved according to the federal agency responsible for administering such delinquent debt.

The Applicant hereby certifies as follows:

38. Neither the Applicant nor any of its Principal officers, directors, if applicable, Guarantors or owners listed above have been debarred or suspended from participation in any federal lending programs.
39. Neither the Applicant nor any of its Principal officers, directors, if applicable, Guarantors or owners listed above are in default or delinquent on any federal debt or loans.

BORROWER APPROVAL APPLICATION
DEPARTMENT OF DEFENSE (DoD) MILITARY PRIVATIZATION INITIATIVE (MHPI)
DOD DIRECT AND GUARANTEED LOAN PROGRAMS

PROJECT: Fort Carson Army Base

APPLICANT CERTIFICATIONS (continued)

- 40.** It is duly organized and validly existing under the laws of the State of Colorado and is legally authorized to carry on its business in the State of Colorado.
- 41.** It is in good standing with all applicable federal, state and/or local regulating bodies.
- 42.** It has the lawful authority to borrow any Guaranteed and/or Direct Loans as listed above in its own name.

43. Authorized Officer

This application is a material representation of fact upon which reliance is being placed by the federal government. Submission of this application is a prerequisite for approval as a borrower and the approval of the proposed Guaranteed and Direct Loans. It is a crime to knowingly make false statements to a federal agency. Penalties upon conviction can include a fine and imprisonment. For details, see Title 18 U.S. code, Section 1001.

The undersigned person certifies that she/he is authorized to execute this application on behalf of the Applicant and its Principals and its Guarantors. By submitting this application, the undersigned certifies that the facts stated and the representations made in this application are true, to the best of the Applicant's knowledge and belief after due diligence, and that the Applicant has not omitted any material facts.

By: _____
(Signature of Authorized Officer)

Name: _____

Title _____

Date: _____

STATEMENT OF DEVELOPMENT SOURCES AND USES OF FUNDS PROFORMA
FORMAT (\$000s)

OFFEROR NAME: _____ **DATE:** _____

SOURCES:
Net Operating Income (absorption period only)
Equity Contributions
First Mortgage Proceeds
Second Mortgage Proceeds
or Financing Participation
Other Sources (define)
TOTAL SOURCES
USES:
Pre-development Costs
Land Development Costs
Demolition Costs
Hard Construction Costs
Soft Construction Costs
Construction Period Interest
Debt Service
Other Uses (define)
TOTAL USES
TOTAL SOURCES IN EXCESS OF USES

DEVELOPMENT BUDGET PROFORMA FORMAT (\$000s)

OFFEROR NAME: _____

DATE: _____

					Dollars Per	Dollars Per
			<u>Amount</u>		<u>Unit</u>	<u>sq ft.</u>
Hard Costs:						
Infrastructure Costs						
Off site Infrastructure Costs						
On site Infrastructure Costs						
Demolition Costs						
Construction Costs						
Landscaping						
Contingency						
Total Hard Costs						
Soft Costs:						
Construction Period Interest						
Architectural/Engineering						
Design Fees						
Legal and Accounting						
Insurance						
Consultant Fees*						
Development Fees*						
Financing Transaction Fees						
Commissions						
Reserves						
Contingency						
Total Soft Costs						
Total Development Costs						
*Specify third party vs. Offeror or related party						

STATEMENT OF OPERATING REVENUES AND EXPENDITURES
PROFORMA FORMAT (\$000s)

OFFEROR NAME: _____

DATE: _____

Revenues:

Rental Income	\$0
Other Income (list & explain)	\$0

Total Revenues:	\$0
------------------------	------------

Expenditures:

Rental Expenses (excluding real estate taxes)	\$0
Maintenance of Infrastructure	\$0
Real Estate Taxes	\$0
Management Fees	\$0
Insurance	\$0
General & Admin (excluding management fee)	\$0
Replacement Reserve	\$0
Other (list & explain)	\$0

Total Expenditures:	\$0
----------------------------	------------

Net Operating Income	\$0
First Mortgage Debt Service	\$0
Other Debt Service (define)	\$0
Distributions to Investors	\$0
Other Outflows (define)	\$0

Table 1
BUILDING COMPONENT LIFE AND UNIT COST

Building Component	Estimated Life	Unit Cost/Base Year
Carpeting Floor Covering Roofing HVAC System Water Heater Appliances (specify appliance) Exterior Painting Utility & Structural System Landscaping Recreational Areas Whole House Renovation (specify components) Other: (Please list)		

Table 2
CAPITAL BUDGET/RENOVATION SCHEDULE

Building Component	# of Units	Cost Per Unit	1998	---	---	2050	Total Cost
XXX	XX	\$XX	\$XXX				
						<u>\$XXX</u>	
	<u>XX</u>	\$XX				\$XXX	\$XXX
Sub-total	420		<u>\$XXX</u>				
Total		\$XX	\$XXX	\$XXX	\$XXX	\$XXX	\$XXX

Table 3
SUMMARY OF CAPITAL RESERVES AND EXPENDITURES

Year	1998	thru	2050
Reserve Deposits			
Reserve Interest			
Reserve Expenditures			
Reserve Balance			

**Privatization of Military Family Housing
Fort Carson, Colorado**

Solicitation No. DACA45-98-R-0024

**Attachment 2
Description/Specifications/Work Statement**

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

1. PURPOSE OF CONTRACT.

a. The Contractor shall provide, maintain, manage and own 840 new family housing units and revitalize or replace, maintain, manage and own the existing 1,823 family housing units on Fort Carson. This Contract is authorized pursuant to Title XXVIII, Subtitle A, Military Housing Privatization Initiative (MHPI) (Public Law 104-106, 10 U.S.C. 2871 et seq.). The objective of this contract is to provide the best possible military family housing at Fort Carson, making the most of all of the financial resources available throughout the term of the contract.

b. The MHPI allows the Government to offer the private sector the following enhancement to promote the construction of new housing. It is up to the Offeror to determine whether this enhancement will be required to provide affordable housing for the military personnel of Fort Carson. The Contractor will be provided an investment contribution in the form of land and/or structures and transfer of title of existing units after Contract award. In addition, the following enhancement may be combined with the investment contributions above:

(1) Government loan guarantee, equal to the lesser of 80% of the value of the Project; or the amounts of the outstanding principal of the loan. This guarantee will be applicable in the event of base closure, downsizing, or major deployment (see Attachment 3). **NOTE:** Project Value is defined as total project costs during the construction and renovation period. Total project costs shall consist of the Contractor's total construction budget as requested for in the solicitation, and is to include direct costs, indirect costs, and General and Administrative costs. The Government will provide only one Guaranteed Loan, with a maximum term of 30 years after completion of initial construction and renovation/replacement, on this Project (reference Attachments 3 and 4).

c. Once the Contract is awarded, the Contractor will be provided an executed copy of the Contract; however, the executed copy of the Contract does not constitute notice to proceed. The Contractor will not receive control of the land, properties, or rent payments for up to 120 days after award of the contract, pending finalization of all documents pertinent to this Contract, including but not limited to final approved financing, final Loan Guaranty, executed Lease for the land, executed Quitclaim Deed, and executed Tenant Lease. It should be noted that the terms and conditions of the Loan Guaranty, the Lease, the Quitclaim Deed, and the Tenant Lease will not be modified during finalization of these documents. A notice to proceed will be provided upon finalization of the Contract documents identified above as a minimum, however, the 50 year term shall begin on the date that this Contract is signed. Upon expiration or termination of this contract, the Contractor shall provide to the Government all historical documents pertaining to the land and buildings.

d. This Contract is subject to the terms and conditions of the Federal Acquisition Regulation (FAR).

e. Changes in key personnel, Subcontractors, and Subleasing arrangements shall be allowed only if approved by the Contracting Officer.

f. Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (1) contract clauses; (2) the specifications; and (3) other documents, exhibits, and attachments.

2. PROPERTY TO BE LEASED. The parcels of land to be leased are located at the northwest corner of Fort Carson, Colorado. Approximately 467.18 acres are currently developed. Approximately 309.69 acres are not developed.

3. TERMS AND CONDITIONS OF LEASE.

a. FORM OF LEASE. The leased land will be subject to any existing easements for electric power transmission lines, telephone or telegraph lines, water, gas, gasoline, oil, sewer pipelines, or other facilities located on the property. The lease (the "Lease") for said land shall be executed between the Government and Contractor (the "Lessee"). The Contractor shall conform to all technical requirements and other appropriate terms and conditions within the Contract that pertain to the leased land. The Federal Government will retain title to all land identified in the Lease. The Lease is provided at Attachment 4, in its substantive form and shall be subject to the terms, conditions, and provisions of the Contract. No provision of the Contract shall merge into such Lease, and each and every obligation of the Government and the Contractor under this Contract shall remain in full force and effect unless modified in writing by mutual agreement of the Government and the Contractor. The Lease for the land will not be evaluated as part of source selection.

b. TERM. The land will be leased for a term of 50 years, effective on the date of Contract award. At the Government's option, the Lease may be extended for an additional term not to exceed 25 years.

c. CONSIDERATION. The consideration for the Lease is the operation and maintenance of the premises and operation, maintenance, management, renovation and replacement of the facilities and improvements (as defined in Attachment 4, Land Lease) by the Lessee.

d. JURISDICTION. The real property to be leased under this contract is currently subject to exclusive federal legislative jurisdiction. Documents supporting the jurisdictional status are available in the Documents Information Room.

4. DISPOSITION OF IMPROVEMENTS.

a. TITLE OF PROPERTY TO BE CONVEYED. Title to the existing 1,823 housing units on Fort Carson (see Attachment 2, Exhibit B), to include appliances where they are available in the units, will be transferred at no cost to the Contractor after award of the Contract and after financing is obtained by the Contractor and deemed acceptable by the Government.

The Contractor shall be responsible for all title transfer and recordation tax, fees or other costs normally the obligation of a Contractor in the location of the property. From the time of title transfer, the Contractor shall be responsible for all real estate taxes, if applicable, property assessments and other costs normally and customarily the obligation of an owner or ground lessee. No costs of the title transfer shall be borne by the Government. The **Quitclaim Deed** for transfer of the housing units and ancillary improvements, shown at Attachment 5, shall be executed after award and shall be incorporated into and made a part of the Contract. The Quitclaim Deed includes a list of the specific housing units and other property to be transferred to the Contractor. Ownership in the housing units will be vested in the Contractor.

b. ADDITIONAL UNITS. The Government requires that the 840 new housing units be constructed within a maximum of four years beginning on the date of Notice to Proceed. Ownership in the housing units will be vested in the Contractor.

c. OWNERSHIP OF IMPROVEMENTS AT END OF CONTRACT TERM. Upon termination of the Contract, whether by expiration of the term or otherwise, title to the improvements then located on the Premises shall revert and/or be transferred to the Government in accordance with the terms and conditions of Attachment 4, Land Lease.

d. RESPONSIBILITY FOR ENVIRONMENTAL CONDITIONS. As consideration for the Contract, the Contractor understands and agrees to assume full responsibility and liability for any environmental conditions identified in the Preliminary Assessment Screening (PAS as defined in Attachment 4, Land Lease) and the Environmental Assessment (EA) (available for review in the Documents Information Room) that may be present within the existing Improvements on the Premises, including without limitation any asbestos-containing materials, lead-based paint, and radon. The Contractor is responsible for the abatement of radon, lead-based paint, and asbestos containing material upon conveyance of the units. The Government agrees to remain responsible and liable for any environmental conditions in, on, under or around the Premises as of the date of transfer, other than those environmental conditions specifically identified in the PAS and the EA as being present in the Improvements as of the date of transfer. For any environmental conditions first discovered in, on, under or around the Premises after the date of transfer, a presumption will exist that those conditions are the responsibility of the Contractor, but said presumption is rebuttable.

e. TAXES. All Federal, State and Local tax, regulatory, recording and other costs and consequences of leasing land subject to exclusive federal legislative jurisdiction, and of owning improvements situated on such land, are the responsibility of the Contractor. (See Attachment 2, Exhibit F.)

f. RENTAL OF HOUSING UNITS. The Contractor shall, during the term of the Contract, use its good faith best efforts to keep each housing unit leased at all times other than during any time period when they are not habitable due to construction or renovation work. This requirement includes efforts to lease any available housing units to nonmilitary or non-DOD persons when circumstances allow such rental to civilians. Housing units shall be rented in the following preference: (1) Fort Carson military members and families; (2) military members and

their families from other installations in the Fort Carson vicinity; (3) military retirees authorized occupancy; (4) DOD civilians; and (5) nonmilitary or non-DOD persons.

5. SPECIFIC REQUIREMENTS.

a. The Contractor shall provide site development plans and a detailed time and performance Schedule (defined herein) for completion of the various stages of construction or renovation and delivery of housing units. The site development plans and time and performance schedule provided will be incorporated into the terms and conditions of this Contract. The new construction and renovations must be phased so that at no given time does the total available habitable housing units drop below 1,823 housing units. The Contractor is not permitted to evict tenants to accomplish renovations. The Government requires that the Contractor construct the 248 units identified in paragraph 5.e.(3)(b) below, for junior enlisted soldiers first. Subsequent phasing of construction for the other units remains at the Contractor's discretion. Construction of the 840 new family housing units shall be completed within a maximum of four years beginning on the date of Notice to Proceed and renovations of the existing 1,823 family housing units shall be completed within a maximum of five years beginning on the date of Notice to Proceed.

b. Rental charges for military personnel shall not exceed the military personnel's housing entitlements. Rent shall be paid monthly in arrears for military members occupying the family housing units. Rent shall be paid pursuant to allotments. Each specific housing unit has been or will be categorized by the Government by military pay grade and the rent will be the housing entitlements of the military pay grade designated for each housing unit. However, rent will be the housing entitlement of the military person occupying the unit, if that person's grade is different from the grade category of the unit. Adjustments in rent will correspond to annual adjustments in housing entitlements made by the Government based on yearly appropriations for the pay grade designation of each housing unit. However, in the event that a military person is demoted, the monthly rent to be paid to the Contractor will be the total of that military person's new monthly housing entitlements. The current rental income for 100% occupancy of 2,663 units based on initial distribution will be approximately \$1,700,000 (1998 figures) per month or an average monthly housing unit rent of approximately \$670.00 per month. These figures are based on the 1998 housing entitlements and may change throughout the term of the contract if DOD changes the authorized housing entitlement rates. Changes to initial rental and grade distribution may be allowed upon agreement by the Government and the Contractor.

c. The Government and Fort Carson authorities will not guarantee occupancy of the housing units. However, Fort Carson has historically operated its existing family housing units with a 95% occupancy rate and there is currently a 1,900 person waiting list for the existing housing units. Although an occupancy guarantee will not be provided, all newly assigned military personnel shall be required to process through the Contractor prior to obtaining any other housing (right of first referral).

d. The new housing units must contain a specified number of barrier free accessible units so as to meet state and Local codes for multi-family dwellings including hearing impaired and

visually impaired accommodations. Five percent of the new construction must meet the Americans with Disabilities Act requirements and accessibility guidelines, and shall be proportionately spread among the different family housing unit types.

e. The proposed development shall reflect a community atmosphere and must provide for the following minimum elements:

(1) Renovation of 1,740 of the existing 1,823 family housing units within the first five years beginning on the date of Notice to Proceed. The Contractor shall renovate, or demolish and replace housing units at the Contractor's discretion. Replacement construction must comply with the new construction requirement in this RFP. Renovations of the 1,740 existing family housing units should include but not be limited to, in the following priority (mandatory renovations are indicated by an asterisk):

*(a) Environmental hazard abatement to include asbestos, lead-based paint and radon, except as noted in Exhibit C.

*(b) New interior and exterior energy efficient light fixtures, upgraded wiring, switches and receptacles to current code, and 150 Amp electric panels.

*(c) All new kitchen, bathroom, and laundry room interior plumbing fixtures.

*(d) All new kitchen and laundry room base cabinets, wall cabinets, countertops, and bathroom vanities.

*(e) All new interior trim and door casings, interior and exterior doors and hardware, and vinyl or aluminum window blinds.

*(f) Paint interior wall surfaces and ceilings and replace and repair all damaged drywall.

*(g) All new appliances to include range/oven, dishwasher, garbage disposal, refrigerator, exhaust fans, two ceiling fans per unit (preferably located in the master bedroom and kitchen/dining room area), and smoke detectors.

*(h) New floor coverings.

*(i) Individual electric, gas and water meters for all family housing units. The Contractor shall be required to maintain all service line utilities within the family housing areas identified in the attached Lease. All main distribution systems within the family housing areas shall be maintained by the Government.

*(j) Fences separating each individual unit's yard (if not currently fenced).

*(k) Exterior storage units adjacent to housing units (if adequate storage space for lawn and sporting equipment is not currently available or planned for, as part of the renovation process, in the garage).

*(l) Additional off-street parking spaces to increase the current one per unit to 2 per unit and sealcoat existing parking surfaces.

(m) Addition of patios and/or decks.

(n) Replace/repair all carports.

(o) Exterior family housing unit repairs to include but not limited to painting and pavement repair.

(p) Addition of lawn sprinkler systems in housing areas 4, 5, 6, and seven.

(q) Bury all exterior utility lines (i.e., electric, cable TV, and telephone).

*(r) Provide landscaping and ground drainage repairs around structures. Certain areas of Fort Carson housing have historically been prone to ground flooding. Appropriate repairs will be necessary to prevent future flooding in family housing units. Service call records pertaining to ground flooding and any additional historical records necessary are available for review in the Documents Information Room at Fort Carson.

(s) All renovation cost estimates must be based on accomplishing all the mandatory renovations indicated above, plus those optional renovations chosen to be provided by the Contractor. However, prior to renovating a unit or group of units, a joint inspection will be conducted by the Contractor and the Government. During this inspection some items may be deleted from the scheduled renovation. The value of such deleted items will be required to be placed into the capital repairs and improvements escrow at the time of the renovation. This value will be a mutually agreed price between the Contractor and the Government commensurate with existing prices prevailing in the Colorado Springs area.

(2) Renovations of the remaining 83 of the 1,823 family housing units within the first five years beginning on the date of Notice to Proceed. The Contractor shall renovate, or demolish and replace housing units at the Contractor's discretion. Replacement construction must comply with the new construction requirement in this RFP. Renovations of the remaining 83 family housing units (see Exhibit D for a listing of the 83 family housing units) shall include but not be limited to (mandatory renovations are indicated by an asterisk):

*(a) Kitchen/bathroom renovation except housing units 1 through 11, to include plumbing fixtures, cabinets, floor coverings, vanities, and countertops.

*(b) Replace interior trim, and interior and exterior doors and hardware.

*(c) Replace dishwashers and garbage disposals except in housing units 1 through 11.

*(d) Add carports/garages to company grade (O-1 through O-3 and W-1 through W-3) housing units.

*(e) Exterior storage units adjacent to housing units (if adequate storage space for lawn and sporting equipment is not currently available or planned for, as part of the renovation process, in the garage).

*(f) Additional off-street parking spaces to increase the current one per housing unit to 2.0 per housing unit and sealcoat to existing surfaces.

(g) As an optional requirement, bury utility lines (i.e., electric, cable TV, and telephone).

(3) Construction of the 840 new family housing units within the first four years beginning on the date of Notice to Proceed. The recommended mix for new construction of the 840 family housing units may vary based on the plans provided by the Contractor and accepted by the Government. The Contractor is encouraged to submit "off-the-shelf" housing designs and plans from its standard residential portfolio. The Government requires that the Contractor construct the 248 units identified in paragraph (b) below, for junior enlisted soldiers first. Subsequent phasing of construction for the other units remains at the Contractor's discretion.

(a) The following guidance is provided to assist in site design and planning:

# Bedrooms	Apt/Townhouse/Single Family	Townhouse/Single Family	Single Family
2 BR	90	130	0
3 BR		361	12
4 BR		213	34
TOTAL	90	704	46

(b) These new units should be constructed according to the following matrix:

AREA # Bedrooms	Unit Type	Population
A/B/C1	2 BR - 90	Junior Enlisted
	3 BR - 70	
	4 BR - 88	
G	3 BR - 2	Senior Officer
	4 BR - 24	

C2/I/L	2 BR - 130	Townhouse/Single Family	Junior Officer and Senior Enlisted
	3 BR - 301	Townhouse/Single Family	
	4 BR - 135	Townhouse/Single Family	

Junior Enlisted refers to grades E2 - E6

Senior Officer refers to grades O4 - O6 and W4 – W5

Junior Officer refers to grades O1 - O3 and W1 – W3

Senior Enlisted refers to grades E7 - E9

(c) Minimum gross square footage should be according to those listed below:

UNIT TYPE	MIN GROSS SF
3BR/2BTH SINGLE FAMILY	1500
4BR/2 1/2BTH SINGLE FAMILY	1675
2BR/2BTH TOWNHOUSE/APARTMENT	1150
3BR/2BTH TOWNHOUSE/SINGLE FAMILY	1450
4BR/2BTH TOWNHOUSE/SINGLE FAMILY	1550

Government preference is for single family, townhouse, or duplex style units. Apartments in a stacked configuration may be used only as a last resort for two bedroom units to conserve land. Area C1 is defined as the northern portion of area C and should have a physical separation from the Junior Officer/Senior Enlisted housing located in Area C2. If at all possible it is preferred to locate the Junior Enlisted units in Area's A and B. However, if this is not supportable by either space or utility limitations then the use of the northern portion of Area C, identified as C1, is permissible. If the Contractor, in lieu of renovation, proposes demolition and replacement of existing housing, the replacement housing shall provide that personnel of a given rank all have comparable housing unit styles similar to the new construction. The attached spreadsheets provide the proposed housing structure.

Proposed Housing Structure

				Proposed	Current	1998	1998	MARRIED	% of Total	Proposed	Current
GRADE	2BR	3BR	4BR	Grade Fill	Grade Fill	BAQ+VHA	MONTHLY RENT	POPULATION	Population	% FILL	% FILL
E2	84	10	2	96	40	516	49536	194	2.01	49.48	20.62
E3	106	65	2	173	78	518.11	89633.03	373	3.87	46.38	20.91
E4	387	355	36	778	456	569.08	442744.24	2192	22.72	35.49	20.80
E5	166	354	78	598	493	647.08	386953.84	2243	23.25	26.66	21.98
E6	92	214	64	370	379	722.72	267406.4	1727	17.90	21.42	21.95
E7	20	149	65	234	113	782.78	183170.52	1090	11.30	21.47	10.37
E8	5	30	30	65	29	821.51	53398.15	283	2.93	22.97	10.25
E9	0	10	10	20	8	868.41	17368.2	66	0.68	30.30	12.12
W1	0	6	0	6	0	800.99	4805.94	17	0.18	35.29	0.00
W2	18	18	10	46	26	874.9	40245.4	189	1.96	24.34	13.76
W3	0	20	5	25	6	894.1	22352.5	81	0.84	30.86	7.41
W4	0	4	3	7	5	904.79	6333.53	34	0.35	20.59	14.71
W5	0	1	1	2	1	955.49	1910.98	8	0.08	25.00	12.50
O1	10	15	0	25	52	711.13	17778.25	55	0.57	45.45	94.55
O2	32	13	5	50	20	773.7	38685	220	2.28	22.73	9.09
O3	45	40	10	95	50	880.04	83603.8	399	4.14	23.81	12.53
O4	0	24	10	34	30	1028.93	34983.62	244	2.53	13.93	12.30
O5	0	19	5	24	6	1082.64	25983.36	177	1.83	13.56	3.39
O6	0	8	5	13	10	1154.51	15008.63	55	0.57	23.64	18.18
O7/O8	0	2	0	2	3	1176.68	2353.36	2	0.02	100.00	150.00
TOTALS:	965	1357	341	2663	1805		\$1,784,254.75	9649		0.276	0.187

**Proposed Housing Structure
Existing Housing**

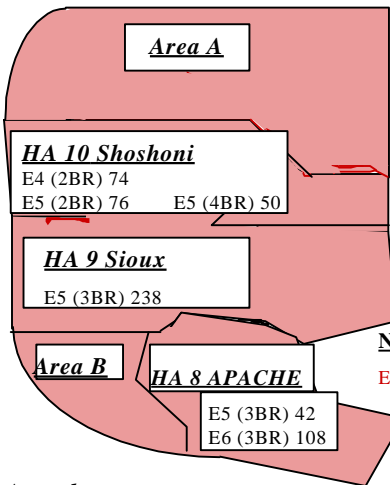
				Proposed	1998	1998	Married	Proposed
GRADE	2BR	3BR	4BR	Grade Fill	BAQ+VHA	MONTHLY RENT	POPULATION	% FILL
E2	84	10	2	96	516	49536	194	49.48
E3	106	65	2	173	518.11	89633.03	373	46.38
E4	387	355	36	778	569.08	442744.24	2192	35.49
E5	76	314	50	440	647.08	284715.2	2243	19.62
E6	92	184	4	280	722.72	202361.6	1727	16.21
E7	0	0	0	0	782.78	0	1090	0.00
E8	0	0	0	0	821.51	0	283	0.00
E9	0	0	0	0	868.41	0	66	0.00
W1	0	0	0	0	800.99	0	17	0.00
W2	0	0	0	0	874.9	0	189	0.00
W3	0	0	0	0	894.1	0	81	0.00
W4	0	4	0	4	904.79	3619.16	34	11.76
W5	0	1	0	1	955.49	955.49	8	12.50
O1	0	0	0	0	711.13	0	55	0.00
O2	0	0	0	0	773.7	0	220	0.00
O3	0	0	0	0	880.04	0	399	0.00
O4	0	24	0	24	1028.93	24694.32	244	9.84
O5	0	19	0	19	1082.64	20570.16	177	10.73
O6	0	6	0	6	1154.51	6927.06	55	10.91
O7/O8	0	2	0	2	1176.68	2353.36	2	100.00
TOTALS:	745	984	94	1823		\$1,128,109.62	9649	0.189

**Proposed Housing Structure
New Construction**

				Proposed	1998	1998	Married	Proposed
GRADE	2BR	3BR	4BR	Grade Fill	BAQ+VHA	MONTHLY RENT	POPULATION	% FILL
E2	0	0	0	0	516	0	194	0.00
E3	0	0	0	0	518.11	0	373	0.00
E4	0	0	0	0	569.08	0	2192	0.00
E5	90	40	28	158	647.08	102238.64	2243	7.04
E6	0	30	60	90	722.72	65044.8	1727	5.21
E7	20	149	65	234	782.78	183170.52	1090	21.47
E8	5	30	30	65	821.51	53398.15	283	22.97
E9	0	10	10	20	868.41	17368.2	66	30.30
W1	0	6	0	6	800.99	4805.94	17	35.29
W2	18	18	10	46	874.9	40245.4	189	24.34
W3	0	20	5	25	894.1	22352.5	81	30.86
W4	0	0	3	3	904.79	2714.37	34	8.82
W5	0	0	1	1	955.49	955.49	8	12.50
O1	10	15	0	25	711.13	17778.25	55	45.45
O2	32	13	5	50	773.7	38685	220	22.73
O3	45	40	10	95	880.04	83603.8	399	23.81
O4	0	0	10	10	1028.93	10289.3	244	4.10
O5	0	0	5	5	1082.64	5413.2	177	2.82
O6	0	2	5	7	1154.51	8081.57	55	12.73
O7/O8	0	0	0	0	1176.68	0	2	0.00
TOTALS:	220	373	247	840		\$656,145.13	9649	0.087

Legend

E1-E6	
E7-E9, W1-W3, O1-O3	
W4-W5, O4-O8	

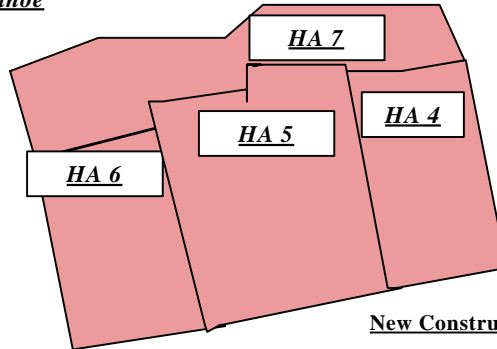


New Construction Areas A,B,C1

E5 (2BR) 90 E5 (3BR) 40 E5 (4BR) 28
E6 (3BR) 30 E6 (4BR) 60

HA's 4,5,6,7: Cherokee, Choctow, Arapahoe

E2 (2BR) 84 E2 (3BR) 10 E2 (4BR) 2
E3 (2BR) 106 E3 (3BR) 65 E3 (4BR) 2
E4 (2BR) 313 E4 (3BR) 355 E4 (4BR) 36
E5 (3BR) 34



New Construction Area G

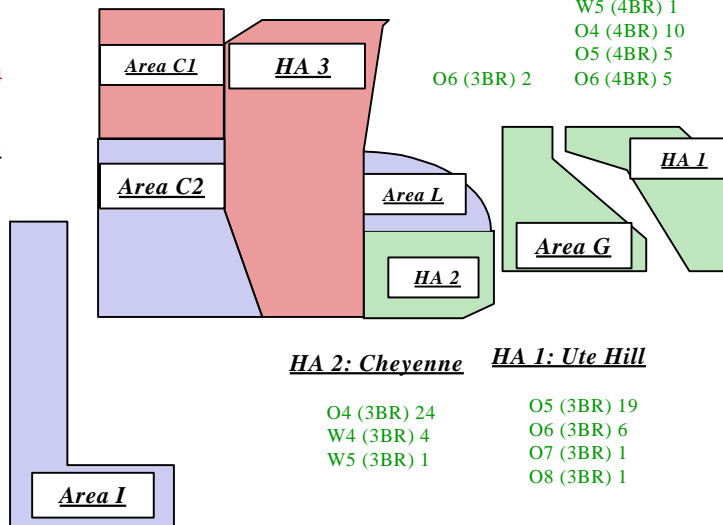
W4 (4BR) 3
W5 (4BR) 1
O4 (4BR) 10
O5 (4BR) 5
O6 (3BR) 2 O6 (4BR) 5

HA 3: Cheyenne

E6 (2BR) 92 E6 (3BR) 76 E6 (4BR) 4

New Construction Areas C2, I, and L

E7 (2BR) 20 E7 (3BR) 149 E7 (4BR) 65
E8 (2BR) 5 E8 (3BR) 30 E8 (4BR) 30
E9 (3BR) 10 E9 (4BR) 10
W1 (3BR) 6
W2 (2BR) 18 W2 (3BR) 18 W2 (4BR) 10
W3 (3BR) 20 W3 (4BR) 5
O1 (2BR) 10 O1 (3BR) 15
O2 (2BR) 32 O2 (3BR) 13 O2 (4BR) 5
O3 (2BR) 45 O3 (3BR) 40 O3 (4BR) 10



HA 2: Cheyenne

O4 (3BR) 24
W4 (3BR) 4
W5 (3BR) 1

HA 1: Ute Hill

O5 (3BR) 19
O6 (3BR) 6
O7 (3BR) 1
O8 (3BR) 1

(d) Each family housing unit shall have a kitchen and bathrooms, and other amenities such as coat closets and washer/dryer hookups, normally found in rental units.

(e) Each kitchen shall contain suitable cabinetry, and will be furnished with a refrigerator, range with vent hood externally vented, dishwasher, and garbage disposal.

(f) Individual electric, gas and water meters shall be provided for all family housing units. The Contractor shall be required to maintain all service line utilities within the family housing areas identified in the attached Land Lease.

(g) Each housing unit shall have suitable window coverings (lead-free vinyl or aluminum blinds as a minimum).

(h) The electric service panel shall be required as per applicable codes, but shall not be less than 150 Amps.

(4) Fire hydrants.

(5) Adequate storm drainage system.

(6) Security street lighting, automatically controlled, sufficient to illuminate dark or shadowed areas that create safety or security hazards.

(7) Drought resistant landscaping.

(8) Play-Lots and playgrounds with appropriate equipment.

(9) Dwelling unit numbers.

(10) Minimum removal or destruction of existing trees.

(11) Paved streets with curbs, driveways and sidewalks.

(12) Off-street parking for 2 cars per unit.

(13) Full time resident management and maintenance capability.

(14) Mail boxes acceptable to US Postal Office.

(15) Community barbecue and picnic facilities.

(16) Interior storage facilities.

(17) Storage space in garages for lawn and sporting equipment.

(18) Exterior storage units for lawn and sporting equipment if garage is not provided.

(19) Children and pet security fences for individual units.

f. Standard utility services, such as electric power, natural gas, water, sewage, cable TV, telephone, shall be provided in each family housing unit.

g. The development plans may include the following optional facilities in the following priority.

(1) Family Center to include medium multipurpose gymnasium, kitchen and cafeteria facilities, 12 classrooms, open recreation area, fitness room, multi craft room, and outside basketball/tennis/softball courts.

(2) Other storage associated with each family housing unit.

(3) Jogging/bicycle paths/pet exercise areas.

(4) Bus stops for school and city.

(5) Other facilities as appropriate.

The Contractor may provide, or sublease the real property for the provision of, supporting facilities such as day care centers and Laundromats. All actions must be taken in accordance with the Lease, approved by the Commanding General of Fort Carson and the Army and Air Force Exchange Service (AAFES) system, and within the constraints of Section 2871 of Title 10, United States Code.

h. The Contractor shall provide a maintenance plan, which addresses, at a minimum, the following items:

(1) Scope of Work.

(2) Personnel.

(a) Property Manager.

- Hours of operation
- Location of office
- How to contact the Contractor for service
- General duties and responsibilities

(b) On call Emergency personnel and plan.

(3) Quality Control System

- Independent Quality Control
- Procedures for handling corrective action
- Customer complaint system

(4) Performance Evaluation Meetings

(5) Safety Plan

(6) Normal Maintenance and Repair Plan

(7) Turnover Maintenance Plan

(8) Trash Removal and Disposal Plan

(9) Care of Facilities and Grounds

- Snow removal and ice control
- Lawn and common area maintenance
- Parking lots and sidewalks
- Play-lots and playgrounds

(10) Seasonal and Preventive Maintenance Plan

(11) Exterior Utilities Maintenance Plan

(12) Pest Treatment Plan

i. The Contractor shall not be required to pay the cost of utilities in family housing units occupied by military families, dependents of military families, or Department of Defense (DOD) civilians designated as essential personnel. All natural gas, electric power, water, and sewage shall be provided by the Government for DOD personnel occupying family housing units. Under no circumstance shall DOD personnel be required to pay utilities. However, a proposal may offer to include payment of the cost of utilities as a form of reinvestment.

The Contractor shall be required to pay for the cost of utilities (electric, gas, water, and sewage) for Contractor occupied support facilities and family housing units occupied by other than DOD personnel. Utility rates will be the prevailing rate established by the Local regulatory authority for comparable service; in the event that there is no Local (as defined elsewhere herein) regulation applicable to the terms and conditions for service comparable to this service, then the rate shall be determined by the prevailing market rate for comparable service.

6. ADDITIONAL MISCELLANEOUS REQUIREMENTS.

a. REGULATORY CONTROLS. The Contractor's use of the leased land and family housing units, including construction, renovation, management, operation, maintenance, repair and replacement of buildings and facilities, shall, as a minimum, conform to the most stringent

regulatory controls and requirements of the latest issue, as of the date of performance of related work, of the following publications as amended:

(1) City of Colorado Springs, Colorado and/or El Paso County, Colorado Building Codes and Ordinances, copies of which may be obtained from the City of Colorado Springs, Colorado, and El Paso County, Colorado.

(2) Current issues of National Fire Protection Association Standards and Codes, in particular, National Fire Protection Association Publication No. NFPA-70, National Electrical Code, and NFPA-72, National Fire Code. The code and pamphlets are available from the National Fire Protection Association, Battery March Park, Quincy, MA 02269.

(a) Telephone wiring methods shall comply with EIA/TIA Standard 570, Residential and Light Commercial Telecommunications Wiring Standard. Cable and jacks shall be Category 5 per EIA/TIA 568A, Commercial Building Telecommunications Cabling Standard.

(3) American Water Works Association National Standards.

(4) Institute of Electrical and Electronics Engineers (IEEE) Standard: National Electrical Safety Code. (ANSI C2).

(5) All other Federal, State and Local laws, codes, ordinances and regulations pertaining to the construction, operation, occupancy, repair and maintenance of nonmilitary residential complexes.

(6) Manual on Uniform Traffic Control Devices, US Department of Transportation.

(7) The Contractor and/or his Subcontractors shall comply with all applicable Federal and Local environmental laws.

(8) Where codes and standards conflict, the stricter of applicable Federal or Local codes shall apply.

(9) In no event shall the Contractor allow the housing units to degrade to a point as to not meet the definition of decent, safe and sanitary as defined under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Public Law 91-646) as amended, and Title VIII of the Civil Rights Act of 1968 (Public Law 90-284) as amended.

(10) For environmental compliance, the Contractor and his Subcontractors shall obtain and/or coordinate all environmental permits and/or approvals required by all Local, State, and Federal environmental agencies having jurisdiction. The Contractor shall be responsible for all fees associated with the permits and approvals.

b. EVICTION OF TENANTS. The Contractor will, after obtaining approval from the

Installation Commander through the Contracting Officer, have the right to evict tenants who fail to comply with the rules or community standard established for the housing areas, or for noncompliance with the terms of the approved tenant lease. Approval of evictions will be based on a clearly defined process and will not be unreasonably withheld. It is further understood and agreed that the Installation Commander, acting through the Contracting Officer, may require the Contractor to remove tenants from the leased premises for good and sufficient reason.

c. HOUSING REFERRAL LIST. The Government shall maintain a housing referral list, and revisions thereto, identifying eligible military personnel, DOD employees, and employees of the Government. The Contractor shall then offer to lease to said personnel in the priority specified in said referral list.

(1) Any Lease offered to persons appearing on the Government housing referral list shall be for a minimum term of six months and shall provide for automatic month to month renewal thereafter until either party gives the other party 30 days written notice of relinquishment. The Lease shall also provide that it may be terminated by the Contractor upon 30 days written notice if the Fort Carson Commanding General has notified the Contractor that the occupant concerned is no longer eligible, or if an occupant receives short notice military reassignment orders.

(2) In the event that the Government fails to provide sufficient referrals such that the overall occupancy rate of the housing development drops below 95% for three consecutive months after receipt of written notice from the Contractor to the Government stating that such units are vacant and available for lease, the Contractor may then rent such family housing units to the general public as specified in paragraph (3), below.

(3) Unless otherwise approved in writing by the Government, all family housing units rented to persons other than those appearing on the Government housing referral list shall be on a six-month Lease and shall provide for automatic month to month renewal thereafter at market rates that are no lower than the military rates charged to military personnel. Any Lease granted to persons other than military or DOD employees shall reserve unto the Contractor the right to revoke the Lease in the event there is a declaration of a national emergency by the President or Congress of the United States, and the Contractor, as Lessor, hereby agrees that it will, during the period of any such national emergency, revoke such Leases at the written request of the Government.

d. TENANT LEASE/RENTAL AGREEMENTS. Attachment 6 is a sample Tenant Lease provided by the Government. The Contractor shall provide a Tenant Lease intended to apply to the tenants of the units unless the sample Tenant Lease at Attachment 6 is used. Any substantive revision in the agreements or rules affecting the use and operation of the housing units shall be approved by the Government. The Contractor's Tenant Lease shall include a military release clause providing 30-day notice and release from a long term Lease for military members, in the event of short notice military reassignment orders.

e. TENANT SECURITY DEPOSITS. The Contractor shall not charge a security deposit

to any tenant that occupies the housing units from the Government housing assignment list. The military tenant will agree to Government release of future duty assignments and address information to the Contractor. Military tenants will be required to obtain Contractor verification prior to being allowed to clear the installation housing office. As a condition of the Contract, the Government does not assume any liability for damage to the rental unit or other fees or obligations incurred by military personnel. The Government will not indemnify the Contractor in any way, but agrees to provide reasonable assistance to the Contractor in resolving liability to the extent permitted by law and Government regulations.

f. RENT CONTROL. Rents for military tenants on the housing referral list will be limited to the housing entitlements for the pay grade for which that housing unit has been designated. However, if a housing unit is assigned to a military person of a different grade than the grade for which the housing unit was designated, the rent shall be the housing entitlement of the individual assigned to the unit. Adjustments in rent will correspond to annual adjustments in housing entitlements made by the Government based on yearly appropriations for the pay grade designation of each housing unit. However, in the event that a military person is demoted, the monthly rent to be paid to the Contractor will be the total of that military person's new monthly housing entitlements. Military personnel occupying the units will be required to pay for rents monthly in arrears by allotment to the Leaseholder.

g. AS-BUILT DRAWINGS. Within 60 days upon completion of any construction or renovation, the Contractor shall provide to the Director, Fort Carson Housing Office, CADD drawing files in Intergraph Microstation format, Version 5.0.62 or higher, certified to be complete and accurate, of as-built drawings, to include utilities, for each such housing unit's construction or renovation. All electronic data shall be delivered in the .DGN file format utilizing an agreed upon electronic media.

h. FINANCIAL PLAN.

(1) Risk and Commitments.

(a) The first mortgage shall be at a fixed rate of interest unless the Contractor, to the satisfaction of the Government, mitigates the interest rate risk over the life of the loan by some form of interest rate protection vehicle.

(2) Cross Collateralization/Cross Default Provisions. This privatization project is expected to "stand alone" and as such, the Contractor is prohibited from cross collateralization and/or cross default of said project with any other assets. Moreover, the Contractor is prohibited from assigning, pledging, hypothecating, or otherwise transferring its interest in the net cash flows and/or ownership of the project in part or in its entirety without prior Government approval.

(3) Equity Distributions and Preferred Returns. The Government will evaluate the Contractor's long-term commitment to the project. As such, the Government desires that the Contractor's source of repayment of equity and amount of return on equity is from the net cash

flow available after reserves and debt service.

(4) Related Party Fees. The Government will evaluate the Contractor's construction management, asset management, and other fees that are accrued and/or paid during the construction phase of this project. The Contractor shall limit the amount of the fees budgeted to be accrued or paid to related parties.

(5) Escrow Accounts. All required escrow accounts, as identified in paragraph 6.i. below, shall be established and held in Federally insured financial institutions.

i. REQUIRED ESCROW ACCOUNTS. The Contractor shall establish the following accounts (not to be duplicated if required by third party lender) to benefit the military families and the Army.

(1) LOCKBOX AGREEMENT. Throughout the term of the Contract, the Government shall require the execution of a Lockbox Agreement between the Contractor, the construction lender, third party lender, and the Government, which requires that all income from the Project be deposited into a Lockbox account held by a depository institution acceptable to the Government in an account separate from all other accounts established by the Contractor. During the term of the Guaranteed Loan, or during the term of another mortgage loan secured by the Project which has been approved by the Government, the requirement for a Lockbox may be satisfied by an agreement between the Contractor and the Guaranteed Lender, or the Contractor and such other approved mortgage lender, as applicable. Among other provisions, the Lockbox Agreement shall provide for the application of equity contributions from the Contractor and income from the Project substantially in the following order of priority:

(a) Reasonable and necessary operating expenses of the Project in accordance with an annual budget for the Project approved by the Government, and the Guaranteed Lender or other approved lender, if applicable; provided that for purposes of the Lockbox Agreement, operating expenses of the Project shall not include management fees paid to the Contractor or any party which is affiliated with, or has an identity-of-interest with, the Contractor or any of its principals.

(b) Monthly deposits into the Impositions Escrow Account (see description below).

(c) Monthly deposits into the Capital Repair/Replacement Escrow Account (see description below).

(d) Scheduled monthly payments of principal and interest and other amounts due and payable under the Guaranteed Loan or other approved loan.

(e) Amounts, if any, necessary to restore the balance of the Performance Deposit Account (see description below).

(f) Management fees paid to the Contractor or any party which is affiliated with, or has an identity-of-interest with, the Contractor or any of its principals, if applicable.

(g) Monthly deposits into the Reinvestment Account (see description below).

(h) Extraordinary expenses of the Project as approved by the Government, and the Guaranteed Lender or other approved lender, if applicable.

(i) Balance, if any, to the Contractor.

Notwithstanding the foregoing, until the final completion of all required new construction and renovation of the Project, all equity, and the balance of income from the Project following payment of items (a), (b) and (c) above, shall be deposited into the Construction Escrow Account (see description below). Following final completion of all required new construction and renovation of the Project, the Construction Escrow Account will no longer exist, therefore, Project income shall be applied in the order set forth above.

(2) ESCROW FOR CAPITAL REPAIR AND REPLACEMENT OF FACILITIES. The sole purpose of the Capital Repair/Replacement Escrow Account, including all interest thereon, shall be making capital repair and replacement to the project.

(a) Capital Repair/Replacement Escrow Account. The Contractor shall establish and maintain, throughout the term of the Contract, a dual signature escrow account with the Contractor and the Government as co-signatories.

(b) Account Maintenance. The Capital Repair/Replacement Escrow Account shall be maintained with a federally insured financial institution in an interest-bearing account. During the outstanding loan period, the Capital Repair/Replacement Escrow Account may be held by the lender, but can only be used as approved by the Contracting Officer or designated representative. Deposits into the Capital Repair/Replacement Escrow Account shall be made monthly on the first of each month. The adequacy of the Capital Repair/Replacement Escrow Account shall be analyzed annually by the Government representative. The Contractor shall, at all times, maintain the account with sufficient balance to pay for all maintenance, capital repair and replacement costs detailed in the Contractor's Technical Plan. The amount of the monthly deposit to the Capital Repair/Replacement Escrow Account may be increased or decreased without amending the Contract with Government approval.

(c) Disbursements from the Capital Repair/Replacement Escrow Account. Disbursements from the Capital Repair/Replacement Escrow Account may be made only after receiving the written consent of the Government Representative, or at the Government's discretion, the written consent of a lender that is providing financing to the project. Funds shall be advanced from the Capital Repair/Replacement Escrow Account in accordance with customary commercial lending practices (e.g., disbursements shall be no more frequently than once in each calendar month, based on the actual invoices of Contractors, Subcontractors,

material men and suppliers for materials and equipment or services actually provided).

(3) ESCROW FOR CONSTRUCTION/RENOVATION OF FACILITIES. The purpose of the Construction Escrow Account is to ensure the cash flow after debt service and reserves from the existing rental units is utilized to offset demolition, construction, and renovation costs.

(a) Construction Escrow Account. The Contractor shall maintain the account until the satisfactory completion and certification of occupancy of the 840 new housing units, the renovation/replacement of the existing 1,823 housing units, and all other improvements which are to be part of this project in accordance with the approved plans. The account, separate from all other accounts maintained by the Contractor and known as the "Construction Escrow Account", shall be established by the Contractor on or before the signing of the Contract. The account will be a dual signature account with the Contractor and the Government as co-signatories.

(b) Account Maintenance. All operating income of the project in excess of the normal and customary operating expenses of the project must be deposited into this account as approved by the Government.

The Contractor shall deposit a minimum of 3% of the total project costs, as defined on page 2-1, paragraph 1.b.(1), from its own capital into the Construction Escrow Account. Proof of owner equity shall be required upon contract award and owner equity must be deposited upon issuance of Notice to Proceed. The Construction Escrow Account shall be maintained with a federally insured financial institution in an interest-bearing account. The Contracting Officer or designated representative may waive the requirement for the Construction Escrow Account if the lender requires a similar account. This escrow account shall be closed upon completion of initial construction and renovation/replacement.

(c) Account Funds Transfers. Deposits into the Construction Escrow Account shall be made monthly on or before the 15th of the month. The Construction Escrow Account, including all interest thereon, shall be used solely for the purpose of making the required improvements in the residential housing community. Disbursements from the Construction Escrow Account may be made only after receiving the written consent of the Contracting Officer or designated representative, or at the Government's discretion, the written consent of a lender that is providing financing to the project. Funds shall be advanced from the Construction Escrow Account in accordance with customary commercial lending practices (e.g., disbursements shall be no more frequently than once in each calendar month, based on the actual invoices of Contractors, Subcontractors, material men and suppliers for materials and equipment or services actually provided). Upon termination of the account, excess funds will be released to the Contractor upon fulfillment of his obligation under this account.

(4) IMPOSITIONS ESCROW ACCOUNT. The Contractor shall establish and maintain, throughout the term of the Contract, an escrow account which is separate from all other accounts maintained by the Contractor and known as the "Impositions Escrow Account", to cover

annual tax payments, if applicable (see paragraph 4.e.), and insurance premium payments (see Attachment 4). The Contractor shall deposit the estimated monthly impositions into the Impositions Escrow Account. The Impositions Escrow Account shall be maintained in an interest bearing escrow account with a federally insured financial institution. The Contracting Officer or designated representative may request proof of deposits. This condition may be satisfied by an approved escrow account with an approved Mortgagee. Proof shall be provided to the Contracting Officer or designated representative to verify the existence of the account.

(5) PERFORMANCE DEPOSIT. The Performance Deposit Account serves as a "Real Estate Management Bond".

(a) The Contractor shall establish and maintain, throughout the term of the Contract, a performance deposit account (the "Performance Deposit") which is separate from all other accounts maintained by the Contractor. The Contractor shall deposit \$500,000.00, in the form of cash or certified funds, upon initiation of the account with a federally insured financial institution in an interest-bearing account or with a commercial investment firm. The Performance Deposit shall serve as a security for the payment and performance by the Contractor of all obligations, covenants, conditions and agreements under this Contract, subject to the following terms and conditions:

(i) The Performance Deposit shall be established with the Contracting Officer or designated representative having sole disbursement of funds authority via check writing privileges. The Contractor shall maintain a minimum of \$500,000.00 in the account at all times. Once the account balance reaches \$1,000,000.00, the Government, upon request from the Contractor, shall return the amount over \$1,000,000.00.

(ii) If the Contractor fails to perform its obligations under the Contract, or otherwise commits a default, which is not cured within the applicable cure period, if any, the Contracting Officer or designated representative may use, apply or retain all or any portion of the Performance Deposit for the payment of any sum to which the Contracting Officer or designated representative may become entitled by reason of the Contractor's default, or to compensate the Contracting Officer or designated representative for any loss or damage which the Government may suffer as a result of such default.

(iii) If the Contractor fails, after receiving notice of noncompliance to accomplish the work in accordance with the Contract or fails to perform any provision of the Contract, the Contracting Officer or designated representative may, after seven days written notice to the Contractor and without prejudice to any other remedy it may have, make good such deficiencies. In such case, an appropriate Contract Modification shall be issued for the Government's unilateral deduction from the Performance Deposit the cost of correcting such deficiencies. If the amounts in the Performance Deposit account are not sufficient to cover such amount, the Contractor shall pay the difference to the Government on demand.

(iv) If the Contracting Officer or designated representative uses or applies all or any portion of the Performance Deposit in accordance with the terms of this

Contract, the Contractor shall, within seven days of written notification by the Contracting Officer, deposit an amount sufficient to restore the Performance Deposit in full to the balance of the account on the date the money was removed, provided, however, that the amount to be deposited will never be more than the amount to bring the account back up to \$1,000,000.00.

(v) If the Contractor performs all of its obligations under this Contract, and is not then in default under this Contract, the Performance Deposit, or so much of the Performance Deposit as has not been applied by the Contracting Officer or designated representative, shall be returned to the Contractor within 60 days after the expiration or termination of the Contract or the date on which the Contractor has vacated the Premises, whichever is later.

(6) REINVESTMENT ACCOUNT. The purpose of the Reinvestment Account is to protect and/or enhance the Government's investment by the Contractor contributing into this account, on an annual basis, a percentage of cash flow after debt service, taxes, if applicable, and preferred returns.

(a) The Government intends the Contractor to establish and maintain a Reinvestment Account throughout the term of the Contract. It shall be separate from all other accounts maintained by the Contractor.

(b) The Reinvestment Account shall be utilized for reinvestments in the Project in the form of quality of life improvements that will directly benefit military families (e.g., payment of utilities, construction of replacement housing units, future amenities, etc.).

(c) The Contractor shall designate that a certain percentage (0-100%) of all net cash flow after operating expenses, debt service, taxes, if applicable, and reserves be deposited into the reinvestment account.

j. BANKRUPTCY PROVISIONS.

(1) Waiver of Automatic or Supplemental Stay. In the event of the filing of any voluntary or involuntary petition under the U.S. Bankruptcy Code (the "Bankruptcy Code") by or against the Contractor (other than an involuntary petition filed by or joined in by the Government), the Contractor shall not assert, or request any other party to assert, that the automatic stay under § 362 of the Bankruptcy Code shall operate or be interpreted to stay, interdict, condition, reduce or inhibit the ability of the Government to enforce any rights it has by virtue of this Contract, or any other rights that the Government has, whether now or hereafter acquired, against any party responsible for the debts or obligations of the Contractor under this Contract. Furthermore, the Contractor shall not seek a supplemental stay or any other relief, whether injunctive or otherwise, pursuant to § 105 of the Bankruptcy Code or any other provision therein to stay, interdict, condition, reduce or inhibit the ability of the Government enforce any rights it has by virtue of this Contract against any party responsible for the debts or obligations of the Contractor under this Contract. The waivers contained in this paragraph are a material inducement to the Government's willingness to enter into this Contract and the Contractor

acknowledges and agrees that no grounds exist for equitable relief which would bar, delay or impede the exercise by the Government of the Government's rights and remedies against the Contractor or any party responsible for the debts or obligations of the Contractor under this Contract.

(2) Bankruptcy Acknowledgment. If any or all of the Premises or any interest in the Premises becomes the property of any bankruptcy estate or subject to any state or federal insolvency proceeding, then the Government shall immediately become entitled, in addition to all other relief to which the Government may be entitled under this Contract, to obtain (i) an order from the Bankruptcy Court or other appropriate court granting immediate relief from the automatic stay pursuant to § 362 of the Bankruptcy Code so to permit the Government to pursue its rights and remedies against the Contractor as provided under this Contract and all other rights and remedies of the Government at law and in equity under applicable state law, and (ii) an order from the Bankruptcy Court prohibiting the Contractor's use of all "cash collateral" as defined under § 363 of the Bankruptcy Code. In connection with such Bankruptcy Court orders, the Contractor shall not contend or allege in any pleading or petition filed in any court proceeding that the Government does not have sufficient grounds for relief from the automatic stay. Any bankruptcy petition or other action taken by the Contractor to stay, condition, or inhibit the Government from exercising its remedies are hereby admitted by the Contractor to be in bad faith and the Contractor further admits that the Government would have just cause for relief from the automatic stay in order to take such actions authorized under state law.

k. DEFAULT. The Government may terminate the Contract in the event the Contractor violates any of the terms and conditions herein contained or the terms and conditions of any required operations, management or maintenance agreements, and continues and persists therein for 30 days after notice thereof in writing by the Government. If the Contract is terminated for default, the Contractor shall vacate the premises and all structures and facilities shall be abandoned in place and may, at the Government's option, become the property of the United States Government without compensation therefore. In lieu of termination for violations of the terms and conditions of the Contract, the Government may, at its option, exercise any other remedy available to the Government at common law or equity, such as withdrawals from the Performance Deposit account.

1. REVIEW OF BOOKS, RECORDS, ACCOUNTS, AND REPORTS.

(1) Books and Records. At all times during the term of the Contract, the Contractor shall maintain at its principal place of business a complete and accurate set of files, books and records of all business activities and operations conducted by the Contractor in connection with the Contractor's performance under the Contract. The Contractor's records and accounts shall reflect with respect to each asset subject to the Contract, all items of income and expense allocable to the management and disposition of such asset, as well as information regarding the status of each such asset including appraisal, title to improvements, marketing and other information as required. At all times during the term of the Contract, the Government may, at such reasonable times, inspect, audit, and copy any of the Contractor's records, files, reports and related material pertaining to the assets and to the Contractor's performance under the

Contract, or the Government may require the Contractor to furnish an audited financial statement.

(2) Financial Reports. Within ten days of the end of each quarter, the Contractor shall prepare and deliver to the Contracting Officer or designated representative, a quarterly financial report setting forth with respect to the performance of the Contract: (1) statements of collections, disbursements, and balances of operating accounts for the preceding quarter; (2) projected cash flow separately stated for the current and upcoming quarter; and (3) projected expenses separately stated for the current and upcoming quarter. In lieu of these financial reports, the Government, in its sole discretion, may accept financial reports that are required by the third party lender.

(3) Annual statements will be prepared by an independent certified public accountant or by a licensed public accountant certified or licensed by a regulatory authority of a state. Audits will be in accordance with the auditing standards and procedures promulgated by the American Institute of Certified Public Accountants. Financial statements requiring audits and accompanied by remarks such as "prepared from client records without audit" are unacceptable. Audited and reviewed financial statements shall contain appropriate footnotes. The independent licensed or certified public accountant shall include a statement to the effect that the amounts included in the financial report are consistent with those included in the Contractor's Federal tax returns. If the amounts are not consistent, then a statement showing differences shall be included. An audit of the Contractor's tax returns is not required.

m. DEVELOPMENT OF PLANS AND SPECIFICATIONS.

(1) The Contractor shall, after award of the Contract, prepare and submit final engineering development plans and specifications for the improvements, renovation, and new construction to be made to the premises including, but not limited to structures, utilities' systems and landscaping for the Fort Carson Commanding General or his designee's written approval 60 days prior to the commencement of each phase or increment of any construction. The terms "construction," "renovations," "rehabilitation," and "improvements" are used interchangeably herein and any of these terms may refer to the construction of new housing units and/or any renovation work or services during the term of the Contract as the context indicates. A detailed construction phasing plan shall accompany the final design plans and specifications. The Fort Carson Commanding General or his designee will approve or disapprove said plans and specifications within 30 days of submission and notify the Contractor. Reasonable variations between preliminary development plans and final development plans may be allowed at the discretion of the Fort Carson Commanding General or his designee, provided that the final plans do not substantially depart from the preliminary plans accepted as part of the proposal. The Contractor must complete various phases of construction in accordance with the approved Schedule. All improvements shall be and remain the property of the Contractor through the term of the Contract, with the exception of utility systems as identified in paragraph 8e, SITE UTILITIES.

(2) Final development plans ("Development Plans"), including design documents,

shall include construction drawings, specifications and design analysis for categories such as, but not limited to architectural, structural, mechanical, electrical, grading and drainage, paving, outside utility services, and interior and exterior color schemes. Specifications shall be in sufficient detail to fully describe and demonstrate the quality of workmanship. Detailing and installation of all equipment and materials shall comply with the manufacturers' recommendations. Design analysis shall be provided for each discipline of work and shall include all features together with the necessary equipment and material sizes, calculations, and capacities, and shall provide sufficient information to support the design.

(3) **Delays/Impacts.** Delays or other impacts caused, in whole or in part, by the Contractor or any of its Subcontractors or Subsubcontractors for whatever reason, shall not be grounds for an extension of the renovation, new construction or other times in the Schedule under the Contract. Subject to other provisions in this Contract, the Contractor shall be entitled to an extension of time for delays or other impacts caused solely by the Government, and for delays or other impacts caused by events beyond the control of the Contractor or any of its Subcontractors or Subsubcontractors provided, however, that the notice provisions and procedures herein are followed, such notice and procedures being a condition precedent to the allowance of any claim and the failure to provide such notice and comply with the procedures shall act as a complete waiver and release of any right to extension of time.

(4) The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work. If the Contractor observes that any of the Contract is at variance therewith in any respect, it shall promptly notify the Contracting Officer or designated representative in writing, and any necessary changes shall be made by appropriate Contract Modification. The Contractor shall indemnify and hold harmless for any loss, cost, damage or expense arising from, occasioned by or in any manner connected with violations of any such laws, ordinances, rules, regulations or orders.

n. **CONSTRUCTION AND RENOVATION INSPECTIONS.**

(1) **By the Government.** Construction inspections will be made periodically by the Government and/or its designated technical representatives to review compliance with the Contract requirements, including the Davis-Bacon and other employment related laws, and final working drawings. Periodic reviews and inspections by the Government and/or technical representatives are not to be interpreted as resulting in any approval of the Contractor's apparent progress toward meeting the Contract requirements. The Contractor shall remain completely responsible for design, construction, operation and maintenance of the project in full accordance with the requirements of the Contract.

(2) **By the Contractor.** The Contractor shall acquire the services of an independent Contractor quality control (CQC) organization, who will be responsible for maintaining an effective quality control system ("CQC System"), for the construction activities associated with the Family Housing Privatization project. The CQC System shall consist of plans, procedures, and organization necessary to produce an end product which complies with the Contract

requirements and Federal and Local requirements. The CQC System shall cover all construction operations, both onsite and offsite, and shall be keyed to the proposed construction sequence. The independent CQC organization shall consist of a Project Superintendent, CQC System Manager and sufficient number of additional qualified personnel to ensure Contract compliance. The CQC System Manager shall be a construction person with a minimum of five years in related work and shall be on the site at all times during construction. The CQC System Manager shall be assigned no other duties. An alternate for the CQC System Manager shall be identified in the Development Plan to serve in the event of the System Manager's absence. The requirements for the alternate shall be the same as for the designated CQC System Manager. The Project Superintendent in this context shall mean the individual with the responsibility for the overall management of the project, including quality and production. The Contractor shall submit a copy of its Quality Control (QC) Plan to the Government prior to the start of construction. The Contractor shall maintain a daily CQC report to monitor Contractor/ Subcontractors, operating plant or equipment, work performed, control activities performed, tests performed and test results, materials received, submittals reviewed, offsite surveillance activities, job safety and general remarks. The daily CQC report shall be retained and made available to the Government upon request.

o. CONSTRUCTION WORK REQUIREMENTS.

(1) Noise Restrictions.

(a) No construction shall be performed within 1000 feet of an occupied dwelling unit on weekends, legal holidays or between the hours of 10:00 P.M. and 7:00 A.M.

(b) No equipment shall have unmuffled exhaust.

(c) All equipment shall comply with pertinent EPA equipment noise standards.

(d) Construction equipment operators shall implement noise mitigation measures by shutting off idling equipment and installing acoustic barriers around stationary construction noise sources.

(2) Digging Permits and Road Closings. The Contractor shall allow 14 calendar days from the date of written application to receive permission to dig and to close roads. Roads shall only be closed one lane at a time and vehicular traffic shall be allowed to pass through the construction area. Work on or near roadways shall be flagged in accordance with OSHA safety requirements. Work located along the alert force route shall not cause blockage and the Contractor shall maintain unobstructed access for alert force traffic at all times.

(3) Utility Service Interruptions.

(a) Advance Notice. The Contractor shall submit written notification not less than five working days in advance of each interruption of each utility and communication

service to or within existing buildings and facilities being used by others. No single outage will exceed four hours unless approved in writing. The time and duration of all outages shall be coordinated with the Contracting Officer or designated representative.

(b) Overtime Work by Base Operating and Maintenance (O&M)

Personnel. The normal working hours for Government O&M personnel whose services may be required for utility outages or similar services are from 7:30 A.M.-4:00 P.M. Overtime work by Government O&M personnel due to Contractor delays in scheduled outages, interruptions of known utility services, or other negligent acts, is prohibited.

(c) Buried Utilities. The Contractor shall coordinate all excavation work, including excavation for sign posts, fence posts, and utility poles with the Fort Carson Facilities Engineer and the telephone company prior to beginning work.

(4) Monthly Progress Report. The Contractor shall submit a monthly progress report to the Government by the fifth day of each month stating the construction and renovation work performed the past month, problems and delays encountered, Contractor's plan to maintain or regain the Schedule at its cost, solutions intended, other significant construction issues, and other information as requested by the Government.

7. THE FOLLOWING WILL BE PROVIDED TO THE CONTRACTOR BY THE GOVERNMENT:

- a. The location and description of available land and current housing areas.
- b. Lease for the land provided under the Contract.
- c. Quitclaim Deed for existing family housing units.
- d. Occupancy mix for all family housing units.
- e. Access to all information available on each particular family housing unit and housing area, to include all studies, reports, correspondence or other documentation relating to environmental conditions within each unit and any measures taken to abate or mitigate those conditions.
- f. Police and fire protection services.
- g. The Government will provide the Contractor appropriate facilities to operate out of for a period of two years from the date of award. These facilities will include both operational and maintenance facilities and will be designated by the Director of Public Works, Fort Carson, CO at the time of award. After two years the Contractor will have to either have constructed his own buildings at a site to be mutually agreed upon by the Contractor and Fort Carson, or lease space from the Government.

h. All natural gas, electric power, water, and sewage shall be provided by the Government for DOD personnel occupying family housing units. Under no circumstances shall DOD personnel be required to pay utilities. (See paragraph 5.i. of this Attachment 2.)

8. GENERAL DESIGN CRITERIA. The purpose of this section is to provide some requirements and guidelines for the renovation, design and construction of the family housing units on Fort Carson. The Contractor may vary from the guidelines stated. The words "shall" or "must" indicate a mandatory requirement. However, exceeding the criteria presented is desirable. The primary goal is that the new construction conforms to the norms and basic requirements for the Colorado Springs area.

a. SITE PLANNING. A major site planning objective is to assure an interesting, attractive, livable, residential environment and to utilize the potential advantages of the site. Planning should take into consideration topography, retention of existing trees, natural characteristics of the environment, climatic conditions, and prevailing winds. Design should capitalize on economics inherent in the natural characteristics of the site, such as using existing terrain to minimize cuts and fill, minimizing street frontage, consolidating utilities and providing common open spaces. Variety in arrangement and siting configuration of structures is encouraged to fit varying terrain conditions and to provide attractive residential patterns and street scapes. Structure arrangements should be informal and imaginative with setbacks and orientation to provide for the best view, privacy, and variety. Grouping of structures should enhance backyard and natural open spaces.

b. The environment and natural setting of the sites shall be maintained during and after construction by providing facilities that accommodate the existing topography and by selective cutting of the trees and shrubs. Excessive cutting and filling which is the result of recontouring the site is generally not desired. Site clearing which removes or destroys trees without preserving pockets or groups of trees in front of, between, behind, and/or around facilities is also not generally desired.

c. SPECIFIC CRITERIA. The following specific criteria are to be used as guidance in design of the family housing area except those marked with an asterisk (*) which are mandatory:

*(1) Clearance between adjacent structures shall consider requirements for fire protection, safety, and emergency access in accordance with State and Local codes.

*(2) Horizontal and vertical street alignment shall relate to the natural contours of the site and shall provide for adequate storm runoff control.

(3) Street patterns which encourage nonresident vehicular traffic through the family housing area should be avoided.

(4) Rigid gridiron-like street and building layouts should be avoided.

(5) Paved areas should be minimized as much as possible to increase the green space in the community. Large areas of paved parking should be broken up by green islands or dividers in such a way as to not adversely affect routine ground maintenance.

(6) Appropriate buffer areas should be provided to separate and visually isolate the community from undesirable external influences.

(7) Pedestrian circulation should relate to family housing units, parking and community facilities, and be safe and attractive.

*(8) Provisions shall be made for the physically disabled at curbs and walks and with appropriate equipment for play-lots and playgrounds. Fort Carson standards shall be used for play-lots and playgrounds.

*(9) No construction will be allowed within 150 feet of golf course fairways.

*(10) Portions of existing hiking/running tracks within new and established family housing areas shall be maintained by the Contractor.

*(11) Existing firebreaks located on the west boundary of Area I (see Housing Boundary map, Attachment 11) shall be maintained according to National Forest Service standards.

d. STREETS, DRIVEWAYS, PARKING AND SIDEWALKS.

(1) Pavement design shall conform to Local design criteria. Driveways shall be paved with concrete.

(2) Street name signs and traffic control signs shall be provided at all intersections and shall conform to requirements of US Department of Transportation, Manual on Uniform Traffic Control Devices. Street names will be provided by the Fort Carson Commanding General or designee.

(3) All dead end roads shall have turnarounds for emergency vehicles.

(4) At least 2 off-street parking spaces per family housing unit shall be provided.

e. SITE UTILITIES.

(1) GENERAL CRITERIA.

(a) Existing Housing Areas.

(i) Service Lines. The Contractor shall be conveyed all utility service lines associated with the existing family housing units. Service lines are defined as

beginning at the point of tap or connection to the main utility distribution system and extending the entire length to supply service to each family housing unit. Conveyance of such service lines to the Contractor during the Contract period shall require all future maintenance or replacement costs of these service lines to be borne by the Contractor. Requirement for replacement shall conform to the standards specified hereinafter for new service lines.

(ii) Distribution Lines. All other utility system components not considered service lines shall remain the property of the Government. No new service connections, taps, or interruptions shall be made to any Government-owned utility system without the prior written consent of the Government. The standards for connection and service lines shall be as specified hereinafter.

(b) New Housing Areas. The Contractor shall be responsible for design and construction of all new utility distribution system components and service lines required to provide utilities to new family housing areas.

(i) Connection to or Extension of Government-owned Utilities.

(A) The Contractor is encouraged to utilize existing Government-owned utility system infrastructure at Fort Carson as practicable or as capacity exists to service new family housing areas. Information regarding capacities or descriptions of existing utility systems is contained in Attachment 10. The information contained within Attachment 10 addresses the capabilities of existing infrastructure in providing or accepting the additional loads projected by housing development in the new family housing areas. The information shall serve as a basis for preliminary planning and design of utility components in the proposal. Final verification of adequacy of selected connection points shall be the responsibility of the Contractor during the final development stage.

(B) Government-owned utilities at Fort Carson are under the jurisdiction of the Directorate of Public Works (DPW). Requirements for design and construction of new utility system infrastructure and services connected to Government-owned utilities shall be as dictated by the DPW and as defined herein. Connection fees will not be charged for connection to or extension of Government-owned utilities at Fort Carson. The Contractor shall be responsible for all future maintenance and replacement of service lines in the new family housing areas under this arrangement. The Contractor may, at his option and expense, elect to upgrade or improve existing Fort Carson-owned utilities to provide additional capacity to support his new development. These proposed improvements shall be approved by the Government prior to construction. Any of these improvements or extensions of distribution components, required to make Government-owned utility connection possible or improved, shall become the property of the Government after construction, and as such, will be serviced and maintained by the Government at no cost to the Contractor.

(ii) Connection to or Extension of Non-Government-Owned Utilities. The Contractor may, at his option, elect to request service from and connect to non-Government-owned utility systems. All arrangements, connection fees, commodity costs, and

contracts for service with non-Government-owned utility systems shall be between the Contractor and the Utility System Service Provider. All new infrastructure required for this connection shall be completely isolated from Fort Carson utility systems and metered. Design and construction requirements for these arrangements shall be as specified by the Utility System Service Provider. Utility easements shall be obtained from the Government in areas not specifically identified in the Lease for development. All maintenance and future replacement costs of any lines (distribution or service lines) connected to non-Government-owned utility systems shall be borne by the Contractor or the Utility System Service Provider at no additional cost to the Government.

(iii) Damage to Utilities. Any damage to utility lines caused by the Contractor's operations shall be immediately reported by the Contractor to the Contracting Officer or designated representative, Fort Carson, Colorado, utility officials and to the utility company or agency affected. The Contractor shall comply with the instructions of such utility company or agency and shall pay all expenses of repair made in connection with such damages.

(iv) Simultaneous Operations—Government's Right to Perform Work and Award Separate Contracts. The Government reserves the right to perform work on Fort Carson, Colorado, with its own forces and to award other Contracts in connection with other work at Fort Carson, Colorado, under separate Contracts. In this regard, the Government's own forces and/or such other separate Contractors may perform work on Fort Carson, Colorado, simultaneously with the Contractor.

(2) SPECIFIC CRITERIA. The Contractor shall be responsible for having all new utilities comply with applicable Federal, State, City of Colorado Springs, Colorado, El Paso County, Colorado, and any specific Fort Carson requirements, some of which are stated herein (El Paso County, CO, City of Colorado Springs, CO, the State of Colorado and Fort Carson, CO utility and other codes and requirements are herein jointly referred to as "Local"). The following items, as they relate to each type of utility system, shall be used as guidance in design of the family housing area:

(a) WATER FOR DOMESTIC AND FIRE PROTECTION USE.

(i) The Contractor shall design and construct all facilities required to deliver water to the family housing areas for all domestic and fire protection use. For connection to Government-owned utilities, the criteria for determining water demands and water system component design requirements shall be as governed by the DPW and Local codes. The DPW criteria for standards of design and construction of water systems are contained in the following applicable publications:

Nature	Publication Title	Technical Manual Number	Other
Water Demands	Water Supply, Sources and General Considerations	5-813-1	
Water Storage	Water Supply, Water Storage	5-813-4	
Water Distribution Components	Water Supply, Water Distribution	5-813-5	
Fire Flow Demand	Fire Protection for Facilities; Engineering, Design, and Construction		Military Handbook 1008B

(ii) Typical material and installation requirements are as follows:

(A) For connection to non-Government-owned water systems, the water demands shall be determined in two parts. The non-fire flow demand shall be as required by the Utility System Service Provider. The fire flow component, however, shall be based upon the requirements of Military Handbook 1008B, since fire protection services are to be provided by the Government.

(B) Cathodic protection shall be provided for all buried copper, gray or ductile-iron piping, fittings, valves, and other water line appurtenances. Corrosion protection shall be designed by a licensed professional corrosion engineer or person certified by the National Association of Corrosion Engineers. Tracer wires shall be provided for all new buried underground water piping for locating purposes.

(C) For information on the capabilities of the Fort Carson Government-owned water distribution and storage system, see Attachment 10.

(b) GAS DISTRIBUTION SYSTEM. Gas Distribution systems shall include the exterior site distribution system and the individual residence service lines. System must be carefully planned and designed with due consideration for economy, safety, and uniformity of pressure and must be in accordance with American Gas Association (AGA), American Petroleum Institute (API), ASME B31.8, Gas Transmission and Distribution Piping Systems, Title 49 Code of Federal Regulations (CFR) Part 192 and Local codes.

(i) Site Distribution System. The natural gas distribution system shall be designed in accordance with AGA, API, ASME, Title 49 CFR Part 192 and Local codes. Master natural gas meters shall be provided, and installed by the Contractor at points of connection to Fort Carson main gas supply. The distribution system at Fort Carson consists of both 50 psi and 25 psi lines. The points of connection for each of the areas are shown in Attachment 10. All points of connection are to the 50 psi lines. A pressure reducing station shall

be provided to reduce the pressure to 25 psi for routing to the individual areas.

(ii) Service Lines. Service lines shall be designed in accordance with AGA, API, ASME, Title 49 CFR Part 192 and Local codes. Service line shall run parallel and/or perpendicular to the building lines, shall be buried at least 18 inches below ground surface, shall not be laid in the same trench with other utilities, and shall be above other utilities whenever they cross. Gas lines shall not be laid under paved streets or in other locations subject to heavy traffic whenever practically avoidable and economically feasible to locate elsewhere. Whenever it is necessary to locate gas lines in such locations, the lines shall be protected by suitable encasement or by burying to a depth to provide at least four feet of cover over the top of the pipe. The point of connection to the gas main shall be provided with a shutoff plug valve, conveniently located outside of any traffic area and protected with a valve box.

(A) Service Line Sizing. The size of the service line shall be sufficient to supply the demand without excessive pressure drop and shall be not less than one inch in size.

(B) Service Line Materials. All underground service lines shall be polyethylene or fiberglass and all above ground lines steel.

(C) Service Line Marker. Underground service lines shall be identified by a permanent on grade utilities marker, which indicates the type of service and depth of burial. Markers shall be located a maximum of 100 feet apart on straight runs and at every change in direction. Markers in high traffic areas shall be protected from physical damage. Markers shall consist of a stamped or engraved brass nameplate embedded in concrete.

(D) Service Line Protection. Below grade lines shall be protected from physical damage by placing a continuous, detectable plastic ribbon in the trench such that any excavation will uncover the ribbon prior to reaching the line. Above ground lines shall be protected from damage by enclosing in architectural chases and/or by placing guard rails, posts or warning devices at vulnerable points.

(E) Gas Meters. Natural gas meters shall be provided, installed and maintained by the Contractor at all individual family housing units.

(iii) Cathodic Protection. Cathodic protection shall be provided for the transitions between underground metallic piping and nonmetallic piping systems, as well as for the transition between underground metallic pipe and above ground metallic pipe. The cathodic protection system shall be designed by a licensed professional corrosion engineer or person certified by the National Association of Corrosion Engineers.

(c) WASTEWATER SYSTEM.

(i) The Contractor shall design and construct all facilities required for the collection and discharge, to appropriate treatment facilities, of all sanitary and industrial

wastewater flows generated by new construction. The existing wastewater collection and treatment system is Government-owned at Fort Carson. Connection to that system is possible for all new housing areas identified. Existing system capacities and the ability to accept additional flows are identified for relevant portions of the collection system in Attachment 10. All new wastewater collection, and pumping facilities if required, shall be designed and constructed in compliance with Federal and Local codes. For connection to the existing Government-owned system, Local codes shall include the following applicable publications:

Nature	Publication Title	Technical Manual Number	Other
Sewer Lines	Sanitary and Industrial Wastewater Collection-Gravity Sewer and Appurtenances	5-814-1	
Lift Stations and Force Mains	Sanitary and Industrial Wastewater Collection-Pumping Station and Force Mains	5-814-2	

(ii) All appropriate local approvals and permits shall be obtained for new wastewater collection and pumping designs prior to construction.

(iii) Industrial wastewater discharge from new construction shall be minimized, but in any case, shall be pretreated prior to discharge to the sanitary sewer system at Fort Carson. Pretreatment standards shall be coordinated with the DPW and the Directorate of Environmental Compliance and Management (DECAM).

(d) EXCAVATION, TRENCHING, AND BACKFILLING FOR UTILITIES SYSTEMS.

(i) Trenches. Jacking and boring shall be required when an underground utility line crosses a major roadway. Sewer and water lines, mains or laterals shall be placed in separate trenches. Separation criteria (horizontal and vertical) shall be as required by the most stringent Local code. Exceptions to the codes shall be approved by the appropriate State regulatory agency.

(ii) Trenches. The trench shall be excavated as recommended by the manufacturer of the pipe to be installed. Where no manufacturer's installation manual is available, trench walls shall be made vertical. Determination of the need for and design of shoring for trench walls greater than three feet shall be in accordance with 29 CFR 1926.652 in order to protect employees who may be exposed to cave-ins. Special attention shall be given to slopes which may be adversely affected by weather or moisture content.

(iii) Cover. Water mains shall have a minimum of five feet of

earth cover. For fire protection yard mains or piping, an additional six inches of cover is required. Sewer lines shall be located at a depth greater than the frost penetration. Earth loads and vehicular loads (in traffic areas) shall be addressed in regard to structural selection of piping materials. Minimum cover above the top of pipes shall be two feet in areas not subject to vehicular loads and three feet in all other areas.

(e) STORM DRAINAGE SYSTEM.

(i) The storm drainage system shall be properly coordinated with surrounding properties to insure that runoff does not cause damage to other properties. All drainage lines, if required, shall remain in conduit to point of connection to existing service. Information on the existing storm drainage system can be found on the site/utility CADD maps. It is the Contractor's responsibility to design the storm drainage system for the new development. The Contractor shall determine the capacity of the existing system(s) and coordinate all points of connection.

(ii) The system shall provide and maintain a positive crown or sheet drainage for all streets, roads and sidewalks. No roadside ditches shall be allowed. All curb inlet and other storm drainage system openings shall be "child-proof," and bicycle proof such that there will be no gaps greater than four inches.

(iii) Storm drainage system designs shall conform to Local design criteria. Design shall be based on no less than ten-year initial storm criteria and 100-year major storm criteria in accordance with Local codes.

(iv) Provide positive drainage for all areas. Special care should be given to grading and drainage around the family housing units to assure that good positive drainage is maintained away from the buildings.

(f) ELECTRICAL, TELEPHONE AND CABLE TELEVISION DISTRIBUTION SYSTEMS.

(i) The primary and secondary electrical distribution system shall be installed underground and use pad mounted electrical equipment. New primary laterals into new housing developments shall be master metered.

(ii) The telephone distribution system shall be installed underground. US West is the current telephone service provider on Fort Carson. The Contractor shall coordinate all installation requirements and tap points with the telephone service provider.

(iii) The cable television (CATV) distribution system shall be installed underground. The current CATV Contractor on Fort Carson is Charter Communications. The Contractor shall coordinate the CATV box and conduit size and installation requirements to each family housing unit and tap points with the CATV Contractor.

(iv) Design, construction, equipment, materials and appurtenances shall be suitable for the intended application and shall conform to industry applicable standards not limited to one or more of the following:

National Electrical Manufacturing Association
American National Standards Institute
Insulated Power Cable Engineers Association
American Society for Testing and Materials
Institute of Electrical and Electronics Engineers
Underwriters Laboratories, Inc.
National Electrical Code
National Electrical Safety Code

Interior lighting shall be energy efficient and color corrected, with a Color Rendering Index (CRI) of 85 or better.

f. LANDSCAPING.

(1) A preliminary, integrated landscaping design for the entire site shall be provided in the proposal for the project. All new family housing and remodeling of existing family housing shall include landscaping and maintenance. Completion dates for landscaping shall be incorporated in the Schedule and Management Plan. It shall provide trees, shrubs and ground cover of adequate quantity and grouping to ensure a completely landscaped and aesthetically pleasing project. Trees for landscaping should be appropriate to the maximum extent practicable in open areas. Plants or shrubs which are potentially toxic if ingested or irritating to the skin must not be used. Use of native, drought resistant plants, "xeriscape," which have reduced irrigation requirements is encouraged.

(2) Lawn grasses and irrigation systems shall be used where needed, such as in front and rear lawn areas of family housing units. Perimeter areas, outside of lawn areas, will not require irrigation systems and should use native grasses. Use of drought tolerant material is encouraged.

g. ARCHITECTURAL DESIGN.

(1) GENERAL CRITERIA. New family housing units shall be designed and constructed to provide quality housing for military personnel and shall be compatible with the environment in which they are to be constructed. The design and construction shall comply with the requirements contained herein. The design and technical criteria contained and cited herein establish minimum standards for design and construction quality. The Contractor is allowed maximum latitude in choice of style, types, designs, configurations, and materials in their architectural design, as constrained by site boundaries. All solutions shall be functional and meet the minimum standards established herein. The Contractor is encouraged to have a variety of functional solutions.

(2) ENERGY CONSERVATION. New family housing units shall be designed and constructed to reduce energy consumption in a life-cycle, cost-effective manner using renewable energy sources when economical. The Contractor's plan for this reduced energy consumption requirement shall be described in its proposal. Contractors are required to minimize energy consumption of both the heating and cooling seasons through the application of energy efficient designs within the unit. Design considerations shall include, but not be limited to, optimum glass areas and insulation levels in all rooms, promotion of cross family housing unit air ventilation, attention to construction details and exterior fenestration materials, and the use of passive solar energy systems whenever possible. Passive solar systems shall not require special attention by unit occupants.

(a) INSULATION. Insulation shall comply with Local codes. The following "R" factors are minimums:

Slab on Grade	R10
Exterior Walls	R19
Basement Walls	R15
Roof/Ceiling	R45
Windows	R2
Window Area	14% of gross wall maximum

(b) PASSIVE SOLAR. Appropriate solar architectural energy conservation considerations such as, orientation, shape, natural lighting of interior spaces, window locations, size and treatment, shading, overhangs, insulation and thermal massing will be considered as part of the design.

(c) ECOLOGICAL BENEFITS. The Contractor is encouraged to consider products and materials which will afford initial and/or long-range reductions in the consumption of water, fuels, electrical power, raw materials, or accumulation of waste matter. The Army continues to emphasize environmental quality and conservation of energy and resources.

(d) TECHNICAL CRITERIA. Technical criteria to be used for the design and construction shall comply with all applicable Local codes as a minimum and shall only be modified as described herein.

(e) SPECIFIC CRITERIA - NEW UNIT DESIGN. The designs shall conform to Local area practices with rooms arranged and sized for efficient use. The distribution of floor area for food preparation, dining/living rooms, bedrooms, bathrooms, hall closets, and services should be in balance and reasonable for the purposes served.

(i) FUNCTIONALITY. Rooms shall be sized and arranged for efficient use, good circulation and furniture placement. The distribution of space for different rooms should be balanced and should enhance the intended functions.

(ii) INDOOR/OUTDOOR INTEGRATION. Emphasis should be

placed on factors that enhance indoor/outdoor living. Consider size, layout and location of patios and yards, and features that encourage family use of outdoor area.

(iii) Areas of the family housing units where the potential for water on the floor exists shall be constructed and finished in a manner that prevents wetting of the subflooring.

(3) SOUND ATTENUATION. Sound insulation shall have a flame-spread rating of 25 or less and smoke development of 50 or less when tested in accordance with ASTM E 84, Standard Test Method for Surface Burning Characteristics of Building Materials.

(a) PARTY WALLS. Party walls separating family housing units shall provide sound attenuation with a minimum Field Sound Transmission Class (FSTC) rating of 52. Wall construction shall meet or exceed FSTC rating of 52. Installation of electrical outlet boxes, telephone outlets and other wall penetrations shall be installed to prevent the transmission of noise through the party wall below an FSTC of 52.

(b) Sound transmission standards of floor/ceiling construction between family housing units (party floors) shall be designed to provide the minimum sound transmission ratings as described below:

(i) Habitable areas (living, dining, bedrooms, halls, etc.)

Airborne sound FSTC=55

Impact of tapping FIIC=65

(ii) Wet areas (kitchen, baths, utility, laundry, etc.)

Airborne sound FSTC=55

Impact of tapping FIIC=57

(iii) Habitable areas over garages

Airborne sound FSTC=55

(c) PLUMBING AND HVAC EQUIPMENT. Design of plumbing and of heating and ventilating and air conditioning (HVAC) equipment shall include design provisions such as location, enclosure and acoustical treatment, to minimize transmission of noise generated by equipment within each family housing unit and to eliminate transmission of noise to other family housing units.

h. INTERIOR DIMENSIONS AND AREAS. Dimensions and areas of rooms shall provide for function and flow within the family housing unit arranged and sized for efficient use. All handicap accessible family housing unit designs shall comply with ADA dimensional criteria.

i. EXTERIOR AND INTERIOR FINISHES. Emphasis shall be placed on low maintenance, durability, and quality for exterior and interior finish materials. Interior finishes

shall include flooring, walls, ceilings, cabinetry, woodwork, window treatment, and trim. Materials shall be residential in size, scale, and texture.

j. POSTAL SERVICE. The Contractor shall coordinate with the U.S. Postal Service for installation of gang postal box locations. The Contractor will be required to furnish and install the appropriate postal boxes.

k. FAMILY HOUSING UNIT NUMBERS. Family housing unit numbers shall be consistent with the current numbering system for family housing units on Fort Carson.

l. STRUCTURAL DESIGN. Structural design shall comply with Uniform Building Code and Local building code requirements. Soil investigation shall be done to determine if soil is expansive, and to verify proper floor slab and foundation design.

m. SPECIAL FEATURES.

(1) METERS. Gas, electric, and water meters must be provided for each individual family housing unit. Each meter must be marked with the corresponding family housing unit number. Metering equipment will be of standard manufacture, furnished, installed, maintained and calibrated by the Contractor at his expense. Types of meters and installation must conform to Local utility standards. The Contractor, at his expense, shall periodically inspect and test the meters in accordance with Local utility standards. Sewage charge will be estimated on water usage based on standard industry practice.

(2) SMOKE DETECTORS. Smoke detectors shall be installed, hardwired, in each family housing unit. Battery powered detectors are not acceptable. The exact number and location of smoke detectors and alarm verification shall be in accordance with NFPA 72 (National Fire Alarm Code), 1993 edition, or current version.

(3) AIR CONDITIONING. Air conditioning is not allowed in any family housing units unless medically required and approved by the Fort Carson Hospital Commander and will then be installed at no expense to the Government or to the Contractor.

n. HVAC DESIGN. HVAC design shall comply with the Uniform Mechanical Code.

(1) FUEL SELECTION. Electricity shall be used for lighting, general appliances, and clothes drying. Natural gas shall be used for space heating, domestic water heating, and cooking.

(2) THERMOSTATS. Programmable thermostats shall be provided in each family housing unit and shall be of the energy efficient setback type.

(3) HEATING. Heating shall be provided by natural gas fired furnaces having a minimum annual fuel utilization efficiency (AFUE) of not less than 80%. Furnaces shall comply with the State Building Standards code.

o. PLUMBING DESIGN. Plumbing shall be in accordance with the most current edition of the Uniform Plumbing Code and comply with Local codes as a minimum.

(1) Hot water temperature shall be set at 140 degrees Fahrenheit or less.

(2) Gas water heaters shall have an energy factor of .55, and R8 insulation as a minimum.

(3) Efficient showerheads that flow 1.5 gallons per minute or less shall be used. Low flow aerators on each sink that flows 1.5 gallons per minute or less shall be used. Toilets that utilize 1.6 gallons per flush or less for water conservation shall be used.

(4) The lowest energy use appliances from the Consumer Guide to Home Energy Savings shall be selected.

(5) A refrigerator with an energy saver switch and top freezer shall be selected.

9. DESIGN ENERGY USE. The Energy Use Budget (EUB) is the maximum building energy use for which the building is to be designed. The EUB for the new housing construction shall be EUB=45. The energy calculations may be calculated using the simplified multiple measure method described in Chapter 28, "Energy Estimating Methods," of the American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE) Handbook of Fundamentals.

10. RECOMMENDED ENERGY FEATURES. The following are preferred for incorporation into the family housing unit design:

- a. Place plumbing fixtures on inside walls.
- b. Plant evergreen trees on the north and west sides and deciduous trees on the south and east side of family housing units.
- c. Use the kitchen as a heat source on the north side of the family housing units.
- d. Consider passive solar orientation to enhance comfort and reduce energy consumption.
- e. Eliminate recessed fixtures in the ceilings.
- f. Consider the use of blown cellulose, which is a recycled product, for insulation.
- g. Provide a whole house fan in the attic with insulated panel for wintertime. Fan to be connected to cooling thermostat with an on-off switch.
- h. Select energy saving dishwashers with a no heat drying cycle.

i. Insulate around all showers and tubs. Insulate plumbing wall to provide insulation for hot water pipes in walls.

j. Consider using recycled products in as much of the design as possible.

**1999 BAH WITH DEPENDENT RATES
BY PAY GRADE FOR
COLORADO SPRINGS, COLORADO**

PAY GRADE	1999 BAH RATE
E-1	385.20
E-2	385.20
E-3	404.40
E-4	434.40
E-5	499.80
E-6	555.60
E-7	601.50
E-8	647.70
E-9	702.60
W-1	533.70
W-2	616.80
W-3	670.80
W-4	732.00
W-5	798.30
O1E	613.20
O2E	663.60
O3E	735.30
O-1	522.60
O-2	584.40
O-3	684.30
O-4	827.10
O-5	938.40
O-6	973.50
O-7	1081.20

ii. "Mortgage Payment Date" means the first day of each month during the term of Guaranteed Loan, commencing _____ 1, _____.

jj. "Mortgage Payment Default" means a failure by the Borrower (or a party other than the Secretary on behalf of the Borrower) to remit to the Guaranteed Lender a Required Mortgage Payment as due under the Guaranteed Note, which default has not been cured on or before the applicable Mortgage Payment Default Date.

kk. "Mortgage Payment Default Date" means the 30th day following the date on which a Required Mortgage Payment is due and payable under the Guaranteed Loan Documents.

ll. "Mortgaged Property" means the real, personal and other property of the Borrower in which a first lien security interest is granted under the Guaranteed Mortgage.

mm. "MSP Period" means the number of months, not to exceed twenty-four (24) months, for which the Secretary elects to defer the assignment of the Guaranteed Loan under Section 13.

nn. "Non-Guaranteed Subordinate Mortgage" means a subordinate mortgage placed upon the Mortgaged Property in accordance with Section 20e, which mortgage is not guaranteed by the Secretary.

oo. "Optional Loan Purchase Date" means the date set forth in the Optional Loan Purchase Notice on which the Secretary intends to exercise its option to purchase the Guaranteed Loan from the Guaranteed Lender in accordance with Section 18.

pp. "Optional Loan Purchase Notice" means the notice delivered by the Secretary to the Guaranteed Lender in connection with an optional purchase by the Secretary of the Guaranteed Loan in accordance with Section 18.

qq. "Outstanding Principal Balance" means the lesser of the actual principal balance of the Guaranteed Loan as certified to the Secretary by the Guaranteed Lender and the scheduled principal balance as of the applicable Mortgage Payment Default Date as set forth in the amortization schedule attached as Exhibit D to this Guaranty Agreement reduced by any amounts applied to principal subsequent to the applicable Mortgage Payment Default Date. The Outstanding Principal Balance for purposes of this Guaranty Agreement shall not include accrued and unpaid interest (except to the extent that proceeds are disbursed under the Guaranteed Loan to make interest payments during the construction period), default interest, late fees, tax or insurance escrow payments, attorneys fees or other costs in addition to scheduled principal and interest which may be owed by the Borrower to the Guaranteed Lender under the terms of the Guaranteed Loan Documents.

**Privatization of Military Family Housing
Fort Carson, Colorado**

Solicitation No. DACA45-98-R-0024

**Attachment 8
Davis-Bacon Wage Determinations**

Attachment 8 Construction Wage Determinations

Wage Rate Application

1. **Residential Schedule.** General Decision Number CO980012 applies. The Residential Schedule is applicable to residential construction projects for single family homes and apartments up to and including four (4) stories.
2. **Building Schedule.** General Decision Number CO980002 applies. The Building Schedule is applicable to all work required within 5 feet outside the building lines, except to residential construction as identified above.
3. **Heavy and Highway Schedule.** General Decision No. CO980001 applies. The Heavy and Highway Schedule is applicable to all work required beyond 5 feet outside the building.

NOTE: In accordance with the clause at 52.222-23, Notice of Requirement for Affirmative Action to Ensure Equal Opportunity, the following goals apply to the covered area: 10.9% Goals for minority participation for each trade and 6.9% Goals for female participation for each trade. The “covered area” is Colorado Springs, CO, SMSA-1720, El Paso County a part.

General Decision Number CO980012

General Decision Number CO980012

Superseded General Decision No. CO970012

State: Colorado

Construction Type:

RESIDENTIAL

County(ies):

EL PASO

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories)

Modification Number Publication Date

0

02/13/1998

COUNTY(ies):

EL PASO

SUCO4012A 02/10/1988

	Rates	Fringes
CARPENTERS	8.28	
ELECTRICIANS	10.49	1.36
LABORERS	5.51	
PAINTERS	10.44	1.29
PLUMBERS	11.00	
SHEET METAL WORKERS	13.90	3.68+3%
SOFT FLOOR LAYERS	11.18	2.00
TRUCK DRIVERS:		
Dump Trucks up to 29 cubic yards;		
Distributor truck; single axle	11.00	3.64

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(v)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter

DACA45-98-R-0024

Attachment 8

8-2

Amendment 0004

* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed. With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

GENERAL DECISION CO980002

General Decision Number CO980002

Superseded General Decision No. CO970002

State: Colorado

Construction Type:

BUILDING

County(ies):

EL PASO

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	02/13/1998
1	04/03/1998
2	07/17/1998
3	08/14/1998
4	09/11/1998

COUNTY(ies):

EL PASO

ASBE0028A 01/01/1998

	Rates	Fringes
ASBESTOS WORKERS/INSULATORS (Includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems and asbestos removal)	15.42	4.75

BRCO0004B 05/01/1994

	Rates	Fringes
TILE SETTERS & FINISHERS	15.28	3.00

CARP0001E 05/07/1997

	Rates	Fringes
CARPENTERS (Including Drywall Hanging, Acoustical Ceiling Installation and Batt Insulation)	16.65	4.20

* ELEC0113B 06/01/1998

	Rates	Fringes
ELECTRICIANS (Includes Low Voltage and Fiberoptic Work)	20.65	6.34+3%

ENGI0009E 06/01/1998

	Rates	Fringes
POWER EQUIPMENT OPERATORS: Backhoe, under 3/4 yd.	17.07	4.47
Backhoe, 3/4 yd. and over	17.22	4.47

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Attachment 8

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Amendment 0004

Cranes:		
50 tons and under	17.22	4.47
51 to 90 tons	17.37	4.47
91 to 140 tons	17.52	4.47
140 tons and over	18.28	4.47
Front End Loader:		
up to and including 6 cy	17.07	4.47
over 6 cubic yards	17.22	4.47
Belt & Elevating	17.52	4.47
Mechanic/Equipment Welder	17.37	4.47
Oiler, Assistant to Engineer	16.37	4.47

LABO0720B 05/01/1998		
	Rates	Fringes
LABORERS, Unskilled	11.70	2.95
PAIN0930A 11/01/1997		
	Rates	Fringes
GLAZIERS	17.91	3.75
* PLUM0058A 06/01/1998		
	Rates	Fringes
PIPEFITTERS (Including HVAC) & PLUMBERS (Mechanical Contracts):	21.35	5.15
SFCO0669A 04/01/1998		
	Rates	Fringes
SPRINKLER FITTERS	22.33	6.35
SHEE0009B 07/01/1997		
	Rates	Fringes
SHEET METAL WORKERS (Includes HVAC Ductwork and Architectural/ Roofing)	20.47	6.49
SUCO1014A 09/20/1993		
	Rates	Fringes
BRICKLAYERS/STONEMASONS	14.85	
CEMENT MASONS	13.00	
DRYWALL FINISHERS	12.58	2.44
HOD CARRIERS/BRICKMASON TENDERS	9.20	
IRONWORKERS, Structural	12.30	1.77
LABORERS:		
Cement	8.00	
PAINTERS (Excluding Drywall Finishing)		
Brush	11.16	
Paperhanger	13.25	
Roller	11.81	
POWER EQUIPMENT OPERATORS:		
Blade	14.00	1.35
ROOFERS	13.00	2.62
TRUCK DRIVERS	11.25	
WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.		

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Attachment 8

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Amendment 0004

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(v)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
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 - * a Wage and Hour Division letter setting forth a position on a wage determination matter
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The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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U. S. Department of Labor
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Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

GENERAL DECISION CO980001

General Decision Number CO980001

Superseded General Decision No. CO970001

State: Colorado

Construction Type:

HEAVY

HIGHWAY

County(ies):

STATEWIDE

HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	02/13/1998
1	03/13/1998
2	05/22/1998
3	06/05/1998
4	07/17/1998
5	08/07/1998
6	08/14/1998
7	09/11/1998
8	11/20/1998

COUNTY(ies):

STATEWIDE

CARP0002E 05/01/1997

	Rates	Fringes
CARPENTERS	16.62	4.20

CARP2834A 05/01/1998

	Rates	Fringes
MILLWRIGHTS	22.02	5.85

ELEC0012B 06/01/1997

	Rates	Fringes
ALAMOSA, ARCHULETA, BACA, BENT, CHAFFEE, CONEJOS, COSTILLA, CROWLEY, CUSTER, FREMONT, HUERFANO, KIOWA, LAS ANIMAS, MINERAL, OTERO, PROWERS, PUEBLO, RIO GRANDE AND SAGUACHE COUNTIES		
ELECTRICIANS:		
Electrical work \$200,000 or less	17.12	4.35+3%
Electrical work over \$200,000	19.52	4.35+3%

ELEC0068A 06/01/1998

	Rates	Fringes
ADAMS, ARAPAHOE, BOULDER, CLEAR CREEK, DENVER, DOUGLAS, EAGLE, GILPIN, GRAND, JACKSON, JEFFERSON, LAKE, LARIMER, LOGAN, MORGAN, PHILLIPS, SEDGWICK, SUMMIT, WASHINGTON, WELD AND YUMA COUNTIES		
ELECTRICIANS:		
Electrical work \$325,000 or less	20.66	5.23
Electrical work over \$325,000	22.46	5.29

ELEC0111A 09/01/1998

Rates	Fringes
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Attachment 8

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Amendment 0004

LINE CONSTRUCTION:

Cable Splicers	23.27	15.25%+2.00
Lineman, Gas Fitter, Welder	23.72	15.25%+2.00
Line Equipment Operator,		
Line Truck Crew	18.53	15.25%+2.00
Groundman	12.21	15.25%+2.00

ELEC0111B 03/01/1998

	Rates	Fringes
TRAFFIC SIGNAL INSTALLER	18.56	10.6%+ 2.00
EQUIPMENT OPERATOR	17.48	10.6%+ 2.00
GROUNDMAN	11.52	10.6%+ 2.00

ELEC0113C 06/01/1998

	Rates	Fringes
CHEYENNE, ELBERT, EL PASO, KIT CARSON, LINCOLN, PARK, AND TELLER COUNTIES		
ELECTRICIANS	20.65	6.34+3%

ELEC0969C 12/01/1997

	Rates	Fringes
DELTA, DOLORES, GARFIELD, GUNNISON, HINSDALE, LA PLATA, MESA, MOFFAT, MONTEZUMA, MONTROSE, OURAY, PITKIN, RIO BLANCO, ROUTT, SAN JUAN AND SAN MIGUEL COUNTIES		
ELECTRICIANS	18.75	3.97+4%

ENGI0009A 06/01/1998

	Rates	Fringes
POWER EQUIPMENT OPERATORS: (TUNNELS ABOVE AND BELOW GROUND, SHAFTS, AND RAISES)		
GROUP 1	18.52	4.47
GROUP 2	18.87	4.47
GROUP 3	18.97	4.47
GROUP 4	19.22	4.47
GROUP 5	19.37	4.47
GROUP 6	19.77	4.47
GROUP 7	19.37	4.47
POWER EQUIPMENT OPERATOR CLASSIFICATIONS		
GROUP 1 - Brakeman		
GROUP 2 - Motorman		
GROUP 3 - Compressor		
GROUP 4 - Air Tractors; Grout Machine; Gunnite Machine; Jumbo Form		
GROUP 5 - Concrete Placement Pumps; Mucking Machines and Front End Loaders, Underground, Slusher; Mine Hoist Operator; Mechanic		
GROUP 6 - Mole		
GROUP 7 - Mechanic Welder		

ENGI0009B 06/01/1998

	Rates	Fringes
POWER EQUIPMENT OPERATORS:		
GROUP 1	16.37	4.47
GROUP 2	16.72	4.47
GROUP 3	17.07	4.47
GROUP 4	17.22	4.47
GROUP 5	17.37	4.47
GROUP 6	17.52	4.47

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Attachment 8

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Amendment 0004

GROUP 7

18.28

4.47

NOTE: Any equipment listed below being used in tunnel work, below or above ground shall be paid not less than \$2.00 per hour above the listed wage rates.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1 - Air compressor, oiler, brakeman, drill operator - smaller than Williams MF and similar, tender to heavy duty mechanic and/or welder, operators of 5 or more light plants, welding machines, generators, single unit conveyor, pumps, vacuum well point system, tractor, under 70 hp with or without attachments compressors, 360 C.F.M. or less

GROUP 2 - Conveyor, handling building materials, ditch witch and similar trenching machine, fireman or tank heater, road, forklift, haulage motor man, pugmill, portable screening plant with or without a spray bar, screening plants, with classifier, self-propelled roller, rubber-tires under 5 tons, grade checker

GROUP 3 - Asphalt screed, asphalt plant, backfiller, bituminous spreader or laydown machine; cableway signalman, caisson drill, William MF, similar or larger; C.M.I. and similar, concrete batching plants, concrete finish machine, concrete gang saw on concrete paving, concrete mixer, less than 1 yd., concrete placement pumps, under 8 inches, distributors, bituminous surfaces, drill, diamond or core, drill rigs, rotary, churn, or cable tool, elevating graders, equipment, lubricating and service engineer, engineer fireman, grout machine, gunnite machine, hoist, 1 drum, hydraulic backhoes, wheel mounted under 3/4 yd., loader, barber green, etc.; loader up to and including 6 cubic yards, motor grader/blade, rough; road stabilization machine, rollers, self-propelled all types over 5 tons, sandblasting machine, single unit portable crusher, with or without washer, tie tamper, wheel mounted, tractor, 70 hp and over with or without attachments, trenching machine operator, winch on truck

GROUP 4 - Cable operated crane, track mounted, cable operated power shovels, draglines, clamshells, and backhoes, 5 cubic yards and under, concrete mixer over 1 cubic yard, concrete paver 34E or similar, concrete placement pumps, 8 inches and over, crane, 50 tons and under, hoist, 2 drums, hydraulic backhoe, 3/4 yds and over, loader, over 6 cubic yards, machine doctor, mechanic, mixer mobile, motor grader/blade, finish, multiple unit portable crusher, with or without washer; piledriver, scrapers, single bowl under 40 cubic yards, self-propelled hydraulic crane, tractor with sideboom, truck mounted hydraulic crane, roto-mill and similar, welder

GROUP 5 - Cable operated power shovels, draglines, clamshells and backhoes over 5 cubic yards, crane 51 to 90 tons carrier mounted, electric rail type tower crane, hoist, 3 drum or more, quad nine and similar push unit, scrapers single bowl including pups 40 cubic yards and tandem bowls and over mechanic - welder (heavy-duty)

GROUP 6 - Cableway, crane (91 to 140 tons), climbing tower crane, crawler or truck mounted tower crane, derrick, wheel excavator, tower crane, rail type, belt or elevating loader

GROUP 7 - Cranes (140 tons and over)

IRON0024F 08/01/1998

Rates

Fringes

IRONWORKERS:

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Attachment 8

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Amendment 0004

STRUCTURAL, ORNAMENTAL, AND
REINFORCING

17.95

6.53

LABO0086A 05/01/1998

	Rates	Fringes
LABORERS:		
GROUP 1	13.35	3.28
GROUP 2	13.40	3.28
GROUP 3	13.90	3.28
GROUP 4	10.05	3.28

LABORER CLASSIFICATIONS

GROUP 1 - Minimum labor, including caissons to 8' carrying Reinforcing Rods; Dowel Bars; Fence Erectors; Fire Watchers on power plants and oil refineries; Gabion Basket and Reno mattresses; Signaling, Metal Mesh; Nursery Man (including seeding; mulching and planting trees); pipe plants and yards; Shrubs and flowers; Stake Caser; Tie Bars and Chairs in Concrete Paving; Waterproofing Concrete.

GROUP 2 - Air, Gas, Hydraulic Tools and Electrical Tool Operators; Barco Hammers; Cutting Torches; drill; diamond and core drills; electric hammers; Jackhammers; Hydraulic Jacks; Tampers; Air Tampers; Boring Machines; Air Hydraulic Boring machines; Automatic Concrete Power Curbing Machines; Concrete Processing Material; form setters; Highways, Streets, and Airports runways; Operators of concrete saws on pavement (other than gang-saws); Power operated Concrete Buggies; Hot Asphalt Labor; Asphalt Curb Machines; Paving Breakers; Transverse Concrete Conveyor Operator; Cofferdams; Boxtenders; Caisson 8' to 12'; Caisson Over 12'; Jackhammer Operators in Caissons over 12'; Labor applicable to Pipe coating or Wrapping; Pipe Wrappers, Plant and Yard; Relining Pipe; Hydroliner (a plastic may be used to waterproof); Pipelayer on Underground Bores; Sewer, Water, Gas, Oil and Telephone Conduit; Enamalers on Pipe, inside and out, Mechanical Grouters; Monitors; Jeep Holiday Detector Men; Pump Operators; Rakers; Vibrators; Hydro- broom, Mixer Man; Gunnite Nozzelmen; Shotcrete Operator; Timbermen, Timber and Chain Saws; Sand Blaster; Licensed Powdermen; Powdermen and Blaster; Siphons; Signalmen; Grade Checker.

GROUP 3 - Plug and galleys in dams; Scalers and work on or off Bridges 40' above the ground performed by Laborers working from a Bos'n Chair, Swinging Stage, Life Belt, or Block and Tackle as a safety requirement

GROUP 4 - Traffic Directors

LABO0086B 05/01/1998

	Rates	Fringes
LABORERS: (TUNNEL)		
GROUP 1	13.35	3.28
GROUP 2	14.25	3.28
GROUP 3	14.35	3.28
GROUP 4	15.45	3.28
GROUP 5	15.40	3.28

TUNNEL LABORER CLASSIFICATIONS

GROUP 1 - Outside Laborer - Above ground

GROUP 2 - Minimum Tunnel Laborer, Dry Houseman

GROUP 3 - Cable or Hose Tenders, Chuck Tenders, Concrete Laborers, Dumpmen, Whirley Pump Operators

GROUP 4 - Tenders on Shotcrete, Gunniting and Sand Blasting;

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Amendment 0004

Tenders, core and Diamond Drills; Pot Tenders
 GROUP 5 - Collapsible Form Movers and Setters; Miners; Machine
 Men and Bit Grinders; Nippers; Powdermen and Blasters;
 Reinforcing Steel Setters; Timbermen (steel or wood tunnel
 support, including the placement of sheeting when required); and
 all Cutting and Welding that is incidental to the Miner's work;
 Tunnel Liner Plate Setters; Vibrator Men, Internal and External;
 Unloading, stopping and starting of Moran Agitator Cars; Diamond
 and Core Drill Operators; Shotcrete operator; Gunnite Nozzlemen;
 Sand Blaster; Pump Concrete Placement Men.

LABO0086C 05/01/1998

	Rates	Fringes
LABORERS: (SHAFTS, RAISES, MISSILE SILOS AND ALL UNDERGROUND WORK OTHER THAN TUNNELS)		
GROUP 1	14.35	3.28
GROUP 2	14.50	3.28
GROUP 3	14.60	3.28
GROUP 4	14.85	3.28
GROUP 5	14.95	3.28
GROUP 6	15.55	3.28
LABORER CLASSIFICATIONS (SHAFTS, RAISES, MISSILE SILOS AND UNDERGROUND)		
GROUP 1 - Laborers; Topmen; Bottommen; Cagers		
GROUP 2 - Chucktenders; Concrete Laborers; Whirley Pump Operators		
GROUP 3 - Tenders in Shotcrete Gunniting and Sandblasting; Tenders on Core and Diamond Drills; Pot Tenders;		
GROUP 4 - Diamond and Core Drill Operators; Gunnite Nozzlemen; Shotcrete Operators; Sandblasters; and Pump Concrete Placement Men		
GROUP 5 - Any employee performing work underground from a bos'n chair, swinging stage, life belt or block and tackle as a safety requirement		
GROUP 6 - Collapsible Form Movers and Setters, Miners, Machine Men and Bit Grinders; Nippers; Powdermen and Blasters; Reinforcing Steel Setters; Timbermen (steel or wood tunnel support, Including the Placement of Sheeting when Required) and all Cutting and Welding that is Incidental to the Miner's Work; Liner Plate Setters; Internal and External Vibrator Men;		

LABO0086D 05/01/1998

	Rates	Fringes
LABORERS:		
Removal or encapsulation of Asbestos Material (including removal of asbestos from mechanical systems that are going to be scraped) and work involving the removal, handling, or dealing with toxic or hazardous waste	16.75	3.28
WATER, SEWAGE AND GAS LINES		
Janitors, Yardmen, Traffic Directors	10.05	3.28
Laborers	12.65	3.28
Pipelayer (one per crew)	13.15	3.28

PAIN0079G 07/16/1998

	Rates	Fringes
PAINTERS:		
BRUSH	17.62	3.50
SPRAY	18.22	3.50
SWING STAGE	18.27	3.50

PLAS0577D 05/01/1994

	Rates	Fringes
CEMENT MASONS	15.55	2.85

* PLUM0003E 09/01/1998

	Rates	Fringes
DENVER COUNTY		
PLUMBERS	23.03	4.68

PLUM0145B 06/01/1998

	Rates	Fringes
MONTEZUMA COUNTY		
PLUMBERS	18.00	6.80

* PLUM0208J 06/01/1998

	Rates	Fringes
DENVER COUNTY:		
PIPEFITTERS	23.07	4.64

TEAM0013E 07/01/1998

	Rates		Fringes
TRUCK DRIVERS (TUNNEL AND UNDERGROUND):	AREA 1	AREA 2	
GROUP 1	14.01	14.51	5.04
GROUP 2	14.15	14.65	5.04
GROUP 3	14.30	14.80	5.04
GROUP 4	14.64	15.14	5.04
GROUP 5	14.98	15.48	5.04
GROUP 6	15.26	15.76	5.04
GROUP 7	15.55	16.05	5.04
GROUP 8	15.82	16.32	5.04
GROUP 9	16.11	16.61	5.04
GROUP 10	14.50	15.00	5.04
GROUP 11	14.43	14.93	5.04
GROUP 12	14.37	14.87	5.04
GROUP 13	14.78	15.28	5.04
GROUP 14	14.86	15.36	5.04
GROUP 15	15.21	15.71	5.04
GROUP 16	14.57	15.07	5.04
GROUP 17	15.41	15.91	5.04
GROUP 19	15.69	16.19	5.04
TRUCK DRIVERS (ALL OTHER WORK):	AREA 1	AREA 2	
GROUP 1	13.86	14.36	5.04
GROUP 2	14.00	14.50	5.04
GROUP 3	14.15	14.65	5.04
GROUP 4	14.49	14.99	5.04
GROUP 5	14.83	15.33	5.04
GROUP 6	15.11	15.61	5.04
GROUP 7	15.40	15.90	5.04

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Attachment 8

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Amendment 0004

GROUP 8	15.67	16.17	5.04
GROUP 9	15.96	16.46	5.04
GROUP 10	14.35	14.85	5.04
GROUP 11	14.28	14.78	5.04
GROUP 12	14.22	14.72	5.04
GROUP 13	14.63	15.13	5.04
GROUP 14	14.71	15.21	5.04
GROUP 15	15.06	15.56	5.04
GROUP 16	14.42	14.92	5.04
GROUP 17	15.26	15.76	5.04
GROUP 18	15.54	16.04	5.04

AREA DEFINITIONS

AREA 1 - ALAMOSA, ARCHULETA, BENT, BOULDER, CHAFFEE, CLEAR CREEK, CONEJOS, COSTILLA, CROWLEY CUSTER, DELTA, DENVER, DOUGLAS, EL PASO, FREMONT, GARFIELD, GILPIN, HUERFANO, JEFFERSON, LAPLATA, LARIMER, LOGAN, MESA, MONTEZUMA, MORGAN, OTERO, PHILLIPS, PROWERS, PUEBLO, RIO GRANDE, SEDGWICK, TELLER AND WELD COUNTIES; THAT PORTION OF ADAMS, ARAPAHOE, ELBERT AND LAS ANIMAS COUNTIES LYING WEST OF THE TOWNSHIP LINE BETWEEN R59W AND R60W OF THE 7TH GUIDE MERIDIAN WEST; THAT PORTION OF EAGLE COUNTY LYING WEST OF THE TOWNSHIP LINE BETWEEN R80W AND R81W OF THE 10TH GUIDE MERIDIAN WEST; THAT PORTION OF MONTROSE COUNTY LYING NORTHERLY OF THE NORTH LINE OF OURAY COUNTY AND SAID NORTH LINE EXTENDED WEST TO THE TOWNSHIP LINE BETWEEN R11W AND R12W, SAID TOWNSHIP LINE OF THE NEW MEXICO PRINCIPAL MERIDIAN; AND THAT PORTION OF WASHINGTON COUNTY LYING NORTH OF THE 40°00' LATITUDE BASE LINE

AREA 2 - BACA, CHEYENNE, DOLORES, GRAND, GUNNISON, HINSDALE, JACKSON, KIOWA, KIT CARSON, LAKE, LINCOLN, MINERAL, MOFFAT, OURAY, PARK, PITKIN, RIO BLANCO, ROUTT, SAGUACHE, SAN JUAN, SAN MIGUEL, SUMMIT AND YUMA COUNTIES; THAT PORTION OF ADAMS, ARAPAHOE, ELBERT AND LAS ANIMAS COUNTIES LYING EAST OF THE TOWNSHIP LINE BETWEEN R59W AND R60W OF THE 7TH GUIDE MERIDIAN WEST; THAT PORTION OF EAGLE COUNTY LYING EAST OF THE TOWNSHIP LINE BETWEEN R80W AND R81W OF THE 9TH GUIDE MERIDIAN WEST; THAT PORTION OF MONTROSE COUNTY EXCEPT THAT PORTION LYING NORTHERLY OF THE NORTH LINE OF OURAY AND SAID NORTH LINE EXTENDED WEST TO THE TOWNSHIP LINE BETWEEN R11W AND R12W, SAID POINT BEING EAST OF SAID TOWNSHIP LINE OF THE NEW MEXICO PRINCIPAL MERIDIAN; AND THAT PORTION OF WASHINGTON COUNTY LYING SOUTH OF THE 40°00' LATITUDE BASE LINE

TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Pickup; Scalemen, Checkers, Spotters, and Dumpmen
 GROUP 2 - Dump Truck Drivers to and Including 6 cubic yards; Liquid and Bulk Tankers - Single axle; Sweeper truck; Flat rack-single axle; Warehousemen-Washers-Greasemen-Servicemen-Ambulance Driver
 GROUP 3 - Dump truck drivers over 6 cubic yards to and including 14 cubic yards; flat rack-tandem axle; liquid and bulk tankers-tandem axle
 GROUP 4 - Dump truck drivers over 14 cubic yards, to and incl. 29 cubic yards; High boy-low boy-floats-semi; cab operated distributor truck driver-semi; liquid and bulk tankers-semi or combination; liquid and bulk tankers-Euclid-electric or similar; Truck driver dumptor type, youngbuggy, jumbo and similar type equipment
 GROUP 5 - Dump truck drivers over 29 cubic yards to and including 39 cubic yards

GROUP 6 - Dump truck drivers over 39 cubic yards to and including 54 cu. yds.
GROUP 7 - Dump truck drivers over 54 cubic yards to and including 79 cu. yds.
GROUP 8 - Dump truck drivers over 79 cubic yards to and including 104 cubic yards
GROUP 9 - Dump truck drivers over 104 cubic yards
GROUP 10 - Distributor truck driver; cement mixer, agitator truck to and including 10 cubic yards
GROUP 11 - Fork lift driver; Truck Drivers-Fuel Truck-Grease Truck-Combination Fuel and Grease
GROUP 12 - Straddle drive-lumber carrier
GROUP 13 - Truck driver snow plow
GROUP 14 - Cement mixer-agitator truck over 10 cubic yards to and including 15 cubic yards
GROUP 15 - Cement mixer-agitator truck over 15 cubic yards
GROUP 16 - Multi-purpose truck-specialty and hoisting
GROUP 17 - Mechanic
GROUP 18 - Heavy duty diesel mechanics, body men-welders or combination men

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Washington, D. C. 20210

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END OF GENERAL DECISION



**Privatization of Military Family Housing
Fort Carson, Colorado**

Solicitation No. DACA45-98-R-0024

**Attachment 12
Clauses**

CONTRACT CLAUSES

1. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.arnet.gov/far>.

(End of clause)

- 2. 52.202-1 DEFINITIONS (OCT 1995) (Reference 2.201)**
- 3. 52.203-3 GRATUITIES (APR 1984) (Reference 3.202)**
- 4. 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)
(Reference 3.404)**
- 5. 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE
GOVERNMENT (JUL 1995) (Reference 3.503-2)**
- 6. 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995) (Reference 3.502-3)**
- 7. 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR
ILLEGAL OR IMPROPER ACTIVITY (JAN 1997) (Reference 3.104-9(a))**
- 8. 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER
ACTIVITY (JAN 1997) (Reference 3.104-10(c))**
- 9. 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL
TRANSACTIONS (JUN 1997) (Reference 3.808(b))**
- 10. 52.204-4 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER
(JUN 1996) (Reference 4.304)**
- 11. 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN
SUBCONTRACTING WITH CONTRACTOR DEBARRED,
SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)
(Reference 9.409(b))**
- 12. 52.215-2 AUDIT AND RECORDS--NEGOTIATION (AUG 1996)
(Reference 15.106-1(b))**
- 13. 52.217-8 OPTION TO EXTEND SERVICES (AUG 1989) (Reference 17.208(f))**
- 14. 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)**

(Reference 22.103-5(a))

15. 52.222-3 CONVICT LABOR (AUG 1996) (Reference 22.202)
16. 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--
OVERTIME COMPENSATION (JUL 1995) (Reference 22.305)
17. 52.222-26 EQUAL OPPORTUNITY (APR 1984) (Reference 22.810(e))
18. 52.222-35 AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND
VIETNAM ERA VETERANS (APR 1984) (Reference 22.1308)
19. 52.222-36 AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (APR 1984)
(Reference 22.1408)
20. 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND
VETERANS OF THE VIETNAM ERA (JAN 1988) (Reference 22.1308(b))
21. 52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989)
(Reference 22.1006(a))
22. 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--
PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION
CONTRACTS) (MAY 1989) (Reference 22.1006(c))
23. 52.223-2 CLEAN AIR AND WATER (APR 1984) (Reference 23.105(b))
24. 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL
SAFETY DATA (JAN 1997) (Reference 23.303)
25. 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION
(MAR 1997) (Reference 23.1005)
26. 52.223-6 DRUG-FREE WORKPLACE (JAN 1997) (Reference 23.505(b))
27. 52.223-12 REFRIGERATION EQUIPMENT AND AIR CONDITIONERS
(MAY 1995) (Reference 23.804(b))
28. 52.226-1 UTILIZATION OF INDIAN ORGANIZATIONS AND
INDIAN-OWNED ECONOMIC ENTERPRISES (SEP 1996)
(Reference 26.104)
29. 52.227-3 PATENT INDEMNITY (APR 1984) (Reference 27.203-1(b))
30. 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)

(Reference 29.401-3)

- 31. 52.229-5 TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (APR 1984) (Reference 29.401-5)
- 32. 52.233-1 DISPUTES (OCT 1995) (Reference 33.215)
- 33. 52.233-3 PROTEST AFTER AWARD (AUG 1996) (Reference 33.106(b))
- 34. 52.243-1 II CHANGES--FIXED-PRICE (AUG 1987)--ALTERNATE II (APR 1984) (Reference 43.205(a)(3))
- 35. 52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996) (Reference 46.304)
- 36. 52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JAN 1997) (Reference 47.405)
- 37. 52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (JUN 1997) (Reference 47.507(a))
- 38. 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996) (Reference 49.502(b)(1))
- 39. 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) (Reference 49.504(a)(1))
- 40. 52.252-4 ALTERATIONS IN CONTRACT (APR 1984) (Reference 52.107(d))
- 41. 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 1989)

(a) The Government may extend the term of this contract by written notice to the Contractor within 18 months prior to expiration of the basic contract; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least five years before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 75 years.

(End of clause)

- 42. 52.219-8 UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS CONCERNS (JAN 1999)

(a) It is the policy of the United States that small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals and small business concerns owned and controlled by women shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals and small business concerns owned and controlled by women.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) As used in this contract, the term "small business concern" shall mean a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto. The term "small business concern owned and controlled by socially and economically disadvantaged individuals" means an offeror that represents, as part of its offer, that (1) it is a small business under the size standard applicable to the acquisition; (2) it has received certification as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; (3) no material change in disadvantaged ownership and control has occurred since its certification; (4) where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and (5) it is listed, on the date of its representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration.

(d) The term "small business concern owned and controlled by women" shall mean a small business concern (1) which is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and (2) whose management and daily business operations are controlled by one or more women; and

(e) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a small business concern owned and controlled by socially and economically disadvantaged individuals or a small business concern owned and controlled by women.

(End of Clause)

**43. 52.219-9 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED
SMALL BUSINESS SUBCONTRACTING PLAN (JAN 1999)
ALTERNATE II (MAR 1996)**

(a) This clause does not apply to small business concerns.

(b) Definitions. As used in this clause --

“Commercial item” means a product or service that satisfies the definition of commercial

item in section 2.101 of the Federal Acquisition Regulation.

“Commercial plan” means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

“Individual contract plan” means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

“Master plan” means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

“Subcontract” means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) Proposals submitted in response to this solicitation shall include a subcontracting plan, which separately addresses subcontracting with small business concerns, small disadvantaged business concerns and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business concerns, small disadvantaged business concerns and women-owned small business concerns with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate a subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business concerns, small disadvantaged business concerns and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of --

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns;

(iii) Total dollars planned to be subcontracted to small disadvantaged business concerns; and

(iv) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to (i) small business concerns, (ii) small disadvantaged business concerns, and (iii) women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Assistance

Network (PRONET) of the Small Business Administration (SBA), the list of certified small disadvantaged business concerns of the SBA, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRONET as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small and women-owned small business source list. A firm shall rely on the information contained in SBA's list of small disadvantaged business concerns as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small disadvantaged business source list. Use of PRONET and/or the SBA list of small disadvantaged business concerns as its source lists does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with (i) small business concerns; (ii) small disadvantaged business concerns; and (iii) women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small, small disadvantaged and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause in this contract entitled "Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will (i) cooperate in any studies or surveys as may be required; (ii) submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan; (iii) submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with the instructions on the forms or as provided in agency regulations and in paragraph (j) of this clause; and (iv) ensure that its subcontractors agree to submit SF 294 and SF 295.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small, small disadvantaged and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., PASS), guides, and other data that identify small, small disadvantaged and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small, small disadvantaged or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating (A) whether small business concerns were solicited and if not, why not; (B) whether small disadvantaged business concerns were solicited and if not, why not; (C) whether women-owned small business concerns were solicited and if not, why not; and (D) if applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact (A) trade associations; (B) business development organizations; and (C) conferences and trade fairs to locate small, small disadvantaged and women-owned small business sources. Contractors having commercial plans need not comply with this requirement.

(v) Records of internal guidance and encouragement provided to buyers through (A) workshops, seminars, training, etc., and (B) monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having company or division-wide annual plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small, small disadvantaged and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small, small disadvantaged and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small, small disadvantaged and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small, small disadvantaged and women-owned small business firms.

(4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, small disadvantaged or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided (1) the master plan has been approved; (2) the offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and (3) goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization Of Small, Small Disadvantaged and Women-Owned Small Business Concerns;" or (2) an approved plan required by this clause, shall be a material breach of the contract.

(j) The Contractor shall submit the following reports:

(1) Standard Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.

(2) Standard Form 295, Summary Subcontract Report. This report encompasses all the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by Standard Industrial Classification (SIC) Major Group. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant SIC Major Group and report all awards to that subcontractor under its predominant SIC Major Group.

(End of Clause)

44. 52.219-16 LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (AUG 1998)

(a) "Failure to make a good faith effort to comply with the subcontracting plan", as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.

(b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice

specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled, Disputes, from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that the Government may have.

(End of Clause)

- 45. 252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)**
(Reference DFARS 201.602-70)
- 46. 252.203-7001 SPECIAL PROHIBITION ON EMPLOYMENT (JUN 1997)**
(Reference DFARS 203.570-5)
- 47. 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (MAR 1998)**
(Reference DFARS 204.7304)
- 48. 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE
GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)**
(Reference DFARS 209.104-70(a))
- 49. 252.209-7003 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING
REQUIREMENTS (MAR 1998) (Reference DFARS 222.1304(b))**
- 50. 252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR
CONTROLLED BY THE GOVERNMENT OF A TERRORIST
COUNTRY (MAR 1998) (Reference DFARS 209.409)**
- 51. 252.219-7003 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED
SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)
(APR 1996)**

This clause supplements the Federal Acquisition Regulation 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, clause of this contract.

(a) Definitions.

"Historically black colleges and universities," as used in this clause, means institutions

determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institutions," as used in this clause, means institutions meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C.1135d-5(3)). The term also includes Hispanic-serving institutions as defined in Section 316(b)(1) of such Act (20 U.S.C. 1059c(b)(1)).

(b) Except for company or division-wide commercial items subcontracting plans, the term "small disadvantaged business," when used in the FAR 52.219-9 clause, includes historically black colleges and universities and minority institutions, in addition to small disadvantaged business concerns.

(c) Work under the contract or its subcontracts shall be credited toward meeting the small disadvantaged business concern goal required by paragraph (d) of the FAR 52.219-9 clause when (1) It is performed on Indian lands or in joint venture with an Indian tribe or a tribally-owned corporation, and (2) it meets the requirements of 10 U.S.C.2323a.

(d) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who are Blind or Severely Disabled (41 U.S.C.46-48), may be counted toward the Contractor's small business subcontracting goal.

(e) A mentor firm, under the Pilot Mentor-Protege Program established under Section 831 of Pub.L.101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded to (1) protege firms which are qualified organizations employing the severely handicapped; and (2) former protege firms that meet the criteria in Section 831(g)(4) of Pub.L.101-510.

(f) The master plan approval referred to in paragraph (f) of the FAR 52.219-9 clause is approval by the Contractor's cognizant contract administration activity.

(g) In those subcontracting plans which specifically identify small, small disadvantaged, and women-owned small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small, small disadvantaged, or women-owned small businesses for the firms listed in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.

(End of Clause)

52. 252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM
(MAR 1998) (Reference DFARS 225.109(d))

53. 252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS
(DEC 1991) (Reference DFARS 225.109-70(a))

54. 252.225-7036 BUY AMERICAN ACT--NORTH AMERICAN FREE TRADE
AGREEMENT IMPLEMENTATION ACT--BALANCE OF
PAYMENTS PROGRAM (MAR 1998)
(Reference DFARS 225.408(a)(4(A))

55. 52.0000-4101 YEAR 2000 (Y2K) COMPLIANCE

The Contractor shall ensure products provided under this contract, to include hardware, software, firmware and middleware, whether acting alone or combined as a system, are Y2K compliant as defined in FAR 39.106.

(End of clause)

56. 52.0000-4104 YEAR 2000 (Y2K) TEST REQUIREMENTS

Minimum Test Requirements. As a minimum, all equipment and systems will be tested to ensure that they correctly calculate critical Y2K dates, including, but not limited to:

- (1) 1 January 2000;
- (2) 29 February 2000 – Required because 1900 was not a leap year;
- (3) 9 April 1999 – 99th day of the year, which may be 9999 in the Julian calendar, which may be interpreted as an error code;
- (4) 9 September 1999 – In systems using day, month, year date format, date may be 9999, which may be interpreted as an error code;
- (5) 10 January 2000 – The first date that requires 7 characters; and
- (6) 10 October 2000 – The first date that requires 8 characters.

Each item and system will be tested to ensure that the above dates are calculated correctly when they are encountered while the equipment is powered up and functioning properly, and that they will return to the correct date after the date is encountered and the equipment is powered down and restarted.

(End of clause)

CONSTRUCTION CLAUSES

The following clauses are applicable to construction work valued over \$2,000.00 under this contract:

57. 52.000-4100 YEAR 2000 (Y2K) COMPLIANCE (CONSTRUCTION)

In accordance with FAR 39.106, the Contractor shall ensure that with respect to any design, construction, goods or services under this contract, as well as any subsequent task/delivery orders issued under this contract (if applicable), all information technology contained therein shall be Y2K compliant. Specifically the Contractor shall:

(1) Perform, maintain, and provide an inventory of all major components to include structures, equipment, items, parts, and furnishings under this contract and each task/delivery order (if applicable) which may be affected by the Y2K compliance requirement.

(2) Indicate whether each component is currently Y2K compliant or requires an upgrade for compliance prior to Government acceptance.

(End of clause)

58. 52.222-6 DAVIS-BACON ACT (FEB 1995) (Reference 22.407(a))

59. 52.222-7 WITHHOLDING OF FUNDS (FEB 1988) (Reference 22.407(a))

60. 52.222-8 PAYROLLS AND BASIC RECORDS (FEB 1988) (Reference 22.407(a))

61. 52.222-9 APPRENTICES AND TRAINEES (FEB 1988) (Reference 22.407(a))

**62. 52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)
(Reference 22.407(a))**

**63. 52.222-11 SUBCONTRACTS (LABOR STANDARDS) (FEB 1988)
(Reference 22.407(a))**

**64. 52.222-12 CONTRACT TERMINATION--DEBARMENT (FEB 1988)
(Reference 22.407(a))**

**65. 52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT
REGULATIONS (FEB 1988) (Reference 22.407(a))**

**66. 52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)
(Reference 22.407(a))**

67. 52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988) (Reference 22.407(a))

**68. 52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO
ENSURE EQUAL EMPLOYMENT OPPORTUNITY (APR 1984)**

(Reference 22.810(b))

- 69.** 52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR
CONSTRUCTION (APR 1984) (Reference 22.810(f))
- 70.** 52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991) (Reference 36.507)
- 71.** 52.236-12 CLEANING UP (APR 1984) (Reference 36.512)
- 72.** 52.236-13 ACCIDENT PREVENTION (NOV 1991) (Reference 36.513)

INSTRUCTIONS TO OFFERORS

73. 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:

<http://www.arnet.gov/far>.

**74. 52.204-6 CONTRACTOR IDENTIFICATION NUMBER--DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (DEC 1996)
(Reference 4.603(a))**

75. 52.252-3 ALTERATIONS IN SOLICITATION (APR 1984) (Reference 52.107(c))

76. 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (OCT 1997)

(a) Definitions. As used in this provision--

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the Offeror being allowed to revise its proposal.

"In writing" or "written" means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified

for receipt, the solicitation number, and the name and address of the Offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show—

- (i) The solicitation number;
- (ii) The name, address, and telephone and facsimile numbers of the Offeror (and electronic address if available);
- (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the Offeror's behalf with the Government in connection with this solicitation; and
- (v) Name, title, and signature of person authorized to sign the proposal.

Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Late proposals and revisions. (i) Any proposal received at the office designated in the solicitation after the exact time specified for receipt of offers will not be considered unless it is received before award is made and--

(A) It was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(B) It was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation;

(C) It was sent by U.S. Postal Service

Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays;

(D) It was transmitted through an electronic commerce method authorized by the solicitation and was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(E) There is acceptable evidence to establish that it was received at the activity designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers, and the Contracting Officer determines that accepting the late offer would not unduly delay the procurement; or

(F) It is the only proposal received.

(ii) Any modification or revision of a proposal or response to request for information, including any final proposal revision, is subject to the same conditions as in subparagraphs (c)(3)(i)(A) through (c)(3)(i)(E) of this provision.

(iii) The only acceptable evidence to establish the date of mailing of a late proposal or modification or revision sent either by registered or certified mail is the U.S. or

Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the proposal, response to a request for information, or modification or revision shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, Offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(iv) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(v) The only acceptable evidence to establish the date of mailing of a late offer, modification or revision, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c)(3)(iii) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, Offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(vi) Notwithstanding paragraph (c)(3)(i) of this provision, a late modification or revision of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(vii) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Proposals may be withdrawn in person by an Offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

(viii) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office.

(4) Unless otherwise specified in the solicitation, the Offeror may propose to provide any item or combination of items.

(5) Proposals submitted in response to this solicitation shall be in English and in U.S. dollars, unless otherwise permitted by the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the

Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the Offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed -- in whole or in part -- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this Offeror as a result of -- or in connection with -- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible Offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with Offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the Offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with Offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing

exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful Offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other Offerors:

- (i) The overall evaluated cost or price and technical rating of the successful Offeror;
- (ii) The overall ranking of all Offerors, when any ranking was developed by the agency during source selection;
- (iii) A summary of the rationale for award; and
- (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful Offeror.

(End of provision)

77. 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Services contract resulting from this solicitation.
(End of Provision)

78. 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

U.S. Army Corps of Engineers, Omaha District
ATTN: CENWO-CT
215 N. 17th Street, Room 1614
Omaha, NE 68102-4978

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with GAO.

(End of Provision)

EVALUATION FACTORS FOR AWARD

79. 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of Provision)

NOTE: SEE ATTACHMENT 1 FOR FURTHER INFORMATION.

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

- 80.** 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO
INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)
(Reference 3.808(a))
- 81.** 52.222-21 CERTIFICATION OF NONSEGREGATED FACILITIES (APR 1984)
(Reference 22.810(a)(1))
- 82.** 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION
(APR 1985)

(a) The Offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the Offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____

[insert full name of person(s) in the Offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the Offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the Offeror deletes or modifies subparagraph (a)(2) of this provision, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

83. 52.204-3 TAXPAYER IDENTIFICATION (JUN 1997)

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the Offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the Offeror in reporting income tax and other returns.

(b) All Offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.903, the failure or refusal by the Offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN:_____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign Government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local Government;

☐ Other. State basis._____

(d) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity;

☐ Not a corporate entity:

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

**84. 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY
MATTERS (MAR 1996)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a Governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation

for default.

(End of provision)

85. 52.215-4 TYPE OF BUSINESS ORGANIZATION (OCT 1997)

The Offeror or respondent, by checking the applicable box, represents that--

(a) It operates as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation incorporated under the laws of the State of _____.

(b) If the Offeror or respondent is a foreign entity, it operates as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in (country) _____.

(End of provision)

86. 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (JAN 1997)

(a)(1) The standard industrial classification (SIC) code for this acquisition is 8744.

(2) The small business size standard is \$20M.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The Offeror represents and certifies as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) (Complete only if Offeror represented itself as a small business concern in block (b)(1) of this section.) The Offeror represents as part of its offer that it ☐ is, ☐ is not a small disadvantaged business concern.

(3) (Complete only if Offeror represented itself as a small business concern in block (b)(1) of this section.) The Offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(c) Definitions.

"Joint venture," for purposes of a small disadvantaged business (SDB) set-aside or price evaluation preference (as prescribed at 13 CFR 124.321), is a concern that is owned and controlled by one or more socially and economically disadvantaged individuals entering into a joint venture agreement with one or more business concerns and is considered to be affiliated for size purposes with such other concern(s). The combined annual receipts or employees of the concerns entering into the joint venture must meet the applicable size standard corresponding to the SIC code designated for the contract. The majority of the venture's earnings must accrue directly to the socially and economically disadvantaged individuals in the SDB concern(s) in the joint venture. The percentage of the ownership involvement in a joint venture by disadvantaged individuals must be at least 51 percent.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Small disadvantaged business concern," as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

"Woman-owned small business concern," as used in this provision, means a small business concern --

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;
(ii) Be subject to administrative remedies, including suspension and debarment; and
(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

87. 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APR 1984)

The Offeror represents that --

(a) It [] has, [] has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It [] has, [] has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

88. 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The Offeror represents that (a) it ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

89. 52.223-1 CLEAN AIR AND WATER CERTIFICATION (APR 1984)

The Offeror certifies that --

(a) Any facility to be used in the performance of this proposed contract is ☐, is not ☐ listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

(End of provision)

**90. 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING
(OCT 1996)**

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the Offeror certifies that --

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the Offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has

been filed with EPA);

[] (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in Section 19.102 of the Federal Acquisition Regulation; or

[] (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(End of provision)

**91. 252.219-7000 SMALL DISADVANTAGED BUSINESS CONCERN
REPRESENTATION (DOD CONTRACTS) (JUN 1997)**

(a) Definition. "Small disadvantaged business concern," as used in this provision, means a small business concern, owned and controlled by individuals who are both socially and economically disadvantaged, as defined by the Small Business Administration at 13 CFR Part 124, the majority of earnings of which directly accrue to such individuals. This term also means a small business concern owned and controlled by an economically disadvantaged Indian tribe or Native Hawaiian organization which meets the requirements of 13 CFR 124.112 or 13 CFR 124.113, respectively. In general, 13 CFR Part 124 describes a small disadvantaged business concern as a small business concern --

(1) Which is at least 51 percent unconditionally owned by one or more socially and economically disadvantaged individuals; or

(2) In the case of any publicly owned business, at least 51 percent of the voting stock is unconditionally owned by one or more socially and economically disadvantaged individuals; and

(3) Whose management and daily business operations are controlled by one or more such individuals.

(b) Representations. Check the category in which your ownership falls --

___ Subcontinent Asian (Asian-Indian) American (U.S. citizen with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal)

___ Asian-Pacific American (U.S. citizen with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, U.S. Trust Territory of the Pacific Islands (Republic of Palau), the Northern Mariana Islands, Laos, Kampuchea (Cambodia), Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, the Federated States of Micronesia, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru)

___ Black American (U.S. citizen)

___ Hispanic American (U.S. citizen with origins from South America, Central America, Mexico, Cuba, the Dominican Republic, Puerto Rico, Spain, or Portugal)

___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians, including Indian tribes or Native Hawaiian organizations)

___ Individual/concern, other than one of the preceding, currently certified for participation in the Minority Small Business and Capital Ownership Development Program under Section 8(a) of the Small Business Act

___ Other

(c) Certifications. Complete the following --

(1) The Offeror is [] is not [] a small disadvantaged business concern.

(2) The Small Business Administration (SBA) has [] has not [] made a determination concerning the Offeror's status as a small disadvantaged business concern. If the SBA has made a determination, the date of the determination was _____ and the Offeror --

_____ Was found by SBA to be socially and economically disadvantaged and no circumstances have changed to vary that determination.

_____ Was found by SBA not to be socially and economically disadvantaged but circumstances which caused the determination have changed.

(d) Penalties and Remedies. Anyone who misrepresents the status of a concern as a small disadvantaged business for the purpose of securing a contract or subcontract shall --

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under authority of the Small Business Act.

(End of provision)

92. STATEMENT OF AUTHORITY TO RELEASE PROPRIETARY INFORMATION AND DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

(See the following pages)

OFFEROR'S COVER PAGE
Request for Proposal No. DACA45-98-R-0024
Privatization of Military Family Housing, Fort Carson, Colorado

Statement of Authority to Release Proprietary Information and Disclosure of Potential Conflicts of Interest

I hereby certify by my signature below that I have read paragraph 1, Use of Technical Assistance Contractors, included in Solicitation No. DACA45-98-R-0024 and understand and approve of the release of the financial information in the proposal to E&Y Kenneth Leventhal Real Estate Group (E&YKLREG) for the purpose of providing advisory/consulting services in the Government's evaluation of this solicitation. Moreover, I understand that E&YKLREG has signed a non-disclosure/confidentiality agreement and will not disclose any information contained in this proposal submission.

I hereby certify by my signature below that I have read paragraph 2(a) (reference paragraph 2, Conflict of Interest) included in Solicitation No. DACA45-98-R-0024 and have provided a description of all such activities relating to the development of feasibility studies, policies, procedures, and/or pro-forma models for the Department of Defense, or any of its agencies to assist in the implementation of Sections 2871-2885 of the 1996 Defense Authorization Act.

I hereby certify by my signature below that I have read subparagraph 2(b) included in Solicitation No. DACA45-98-R-0024 and have provided all information reflecting the following:

1. Description of such services provided, and
2. Primary E&YKLREG office which provides services to the Offeror.

As a condition of this offer, should my firm be the selected Offeror and awarded a contract by the Government, my firm will not engage E&YKLREG for any consulting services directly related to the resultant contract within two years of the award.

If over the last two years we have engaged E&YKLREG, we will attach a schedule of engagements.

Authorized representative and signatory for Offeror:

Print Name	Title	Date

Signature

FROM: _____	_____
(Name of Offeror)	(Point of Contact)
_____	_____
(Street Address)	(Telephone Number)
_____	_____
(City, State and Zip Code)	(Fax Number)

1. Use of Technical Assistance Contractors

a. Offerors are advised that data submitted to the Government in response to this solicitation will be released to a technical assistance contractor (non-Government personnel). The technical assistance contractor for this procurement will be E&Y Kenneth Leventhal Real Estate Group (“E&YKLREG”), and they will provide review and analysis, as a non-voting advisor, during the source selection process. The following information regarding the role and responsibility for E&YKLREG’s participation is provided:

(1) E&YKLREG’s sole purpose in having access to the Offeror’s proposal will be to assist the Government in the evaluation process. E&YKLREG will participate in the source selection process as a non-voting advisor that provides technical advisory services, as required;

(2) All data provided shall be treated as proprietary data;

(3) E&YKLREG has signed a non-disclosure/confidentiality agreement with the Government and this documentation is retained in the PCO contract file;

(4) E&YKLREG will conduct an internal conflict of interest check prior to participating in the source selection process; and

(5) E&YKLREG will not be permitted to retain any records or notes pertaining to its role as a non-voting advisor, except those records required to be maintained under E&YKLREG’s professional standards.

2. Conflict of Interest

(a) Contractors, subcontractors, contractor team members, joint ventures, and their employees (hereinafter referred to as Offerors) who have participated in developing feasibility studies, policies, procedures, and/or pro-forma models for the Department of Defense, or any of its agencies to assist in the implementation of Sections 2871-2885 of the 1996 Defense Authorization Act may have a potential conflict of interest in responding to this solicitation. Please provide a description of all such activities, if applicable.

(b) Offerors who in the last two years have engaged E&YKLREG may have a potential conflict of interest in responding to this solicitation. The Offeror shall inform the Contracting Officer of the following:

1. Description of such services provided; and
2. Primary E&YKLREG office which provides services to the Offeror.